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## The Solicitors' Journal

and Weekly Reporter.

(ESTABLISHED IN 1857.)

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All letters intended for publication must be authenticated by the name of the writer.

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### Current Topics.

New Order as to the Circuits.

A new Order in Council, dated Tuesday last, amending the Order as to Circuits of the 5th July last, reaches us too late for comment this week.

### Liability of Law Society for Refusal of Certificate.

UNDER SECTION 16 of the Solicitors Act, 1888, where a solicitor neglects to renew his certificate, and subsequently applies for a fresh one, the Law Society have a discretion to grant or refuse the application, subject to appeal to the Master of the Rolls, who may affirm the decision of the Society, or may direct the issue of the certificate; and by the Solicitors Act, 1899, this is extended to the case of a solicitor who applies for a fresh certificate after having been struck off the roll or suspended from practice. Clearly this provision confers a discretion on the Society—that is, on the Council, who, under section 17 of the earlier statute, act on behalf of the Society, but in *Newson v. Law Society* (reported elsewhere) it was contended that damages could be recovered by a solicitor to whom a certificate had been refused on inadequate grounds. The plaintiff in that case had been suspended for two years, and ordered to pay the costs of the proceedings. These were taxed at £220, and still remained unpaid when the two years had expired and he applied for a fresh certificate. The Council refused to grant the certificate until he had paid the costs. It seems fairly obvious, however, that the non-payment of costs was irrelevant to the plaintiff's right to a renewal of the certificate, and on appeal the Master of the Rolls held that the certificate could not be refused on this ground. But it by no means follows that the Law Society were liable for the mistaken view adopted by the Council; and in the present action, which was brought to recover damages, COLERIDGE, J., held malice to

be essential to found the action. Of this no evidence had been given, and consequently the action failed.

#### The Judicial House of Lords.

FOR SOME TIME past the daily press has been full of rumours about impending changes in the *personnel* of the judicial bench. Perhaps the least unfounded of these rumours is that which suggests that continued ill-health will necessitate the resignation of Lord ROBSON, and the consequent appointment of a new law-lord. We do not know what truth there is in this rumour, but if it should become necessary to fill a vacancy in the House of Lords, we hope that adequate attention will be given to the claims of the Chancery bench. There is at present only one law-lord who possessed a practice in Chancery, and who is familiar with the principles of equity, the technicalities of real property law, and the details of conveyancing. Lord MACNAGHTEN—to whom, of course, we refer—is a host in himself, but his age forbids us to hope that we shall be granted the benefit of his services for any very extended period of time. No other judge in the final Court of Appeal for the United Kingdom seems possessed of any special capacity to appreciate the subtle and distinctive features of equitable jurisdiction and equitable estates. Decisions on points of equity by common law judges can never satisfy the public opinion of the legal profession, and therefore it is desirable to add at least one equity lawyer to the House of Lords. The Master of the Rolls, if he can be induced to exchange an active for a less busy office of State, will be the ideal of an equity judge in the final Court of Appeal. If he is not available, the great claims of Mr. Justice PARKER or Lord Justice FARWELL ought not to be overlooked. The rumour that Sir SAMUEL EVANS is about to succeed to the expected vacancy is probably quite unfounded. Sir SAMUEL is an excellent judge of first instance in the Probate, Divorce and Admiralty Division; and his transfer to a different sphere would be a serious loss to his present court. It is greatly to be hoped that Sir H. H. COZENS-HARDY will be offered and will accept the expected seat in the House of Lords.

#### Unqualified Person Acting as Solicitor.

INDEPENDENTLY OF the Solicitors Acts the court will, under its general jurisdiction, summarily order a solicitor to deliver up deeds and papers or pay over money received for his client, though no cause be pending. This, of course, means that a strong case must be made against the solicitor, for in ordinary cases where there is no imputation against him an application should be made in the usual way for delivery and taxation under the Solicitors Act, 1843. The jurisdiction is clearly based on the ground that a solicitor is an officer of the court and therefore may be summarily ordered to pay over moneys received for his client, and may be attached for disobedience to the order. The jurisdiction has been held to extend not only to *de facto* and *de jure* solicitors, but also to solicitors who have not taken out a certificate, and even to those who have been struck off the rolls. This seems a very natural and reasonable extension of the powers, but the courts have gone farther and stretched the jurisdiction so as to include a person who is not, and never was, a solicitor. In the case of *Re Hulm & Lewis* (1892, 2 Q. B. 261) the Divisional Court made a summary order under the disciplinary jurisdiction against a person who had merely pretended to be a solicitor. Obviously such a person could not be an officer of the court, and could not therefore, strictly speaking, be amenable to powers exercised by the court over its officers. But the difficulty was got over or evaded by holding that the jurisdiction extended to a person who assumed the privileges of a solicitor and carried on legal proceedings as an officer of the court. This ruling was applied, and to some extent enlarged, in the recent case of *Re Hurst & Middleton (Limited)* (reported elsewhere). There the respondent was a solicitor's clerk and had acted as a solicitor, but it did not appear that he had pretended or represented himself to be a solicitor. EVE, J., held, following *Re Hulm & Lewis*, that the respondent had assumed the privileges of a solicitor, and had carried on legal proceedings as an officer of the court, and therefore the court had jurisdiction. It may be doubted whether this extension of the jurisdiction is quite

consistent with the principle on which the jurisdiction is based; but there can be no question as to its being a salutary extension.

#### Distress on Goods in Hire-Purchase Agreement.

A VALUED correspondent some time ago (*ante*, p. 322) called attention to the decision of the Divisional Court (DARLING and BUCKNILL, JJ.) in *London Furnishing Co. v. Solomon* (28 T. L. R. 265), and questioned its accuracy; and in considering the matter we came to the conclusion that he was right, and that the decision must have been given in forgetfulness of a material section of the Law of Distress Amendment Act, 1908. The same correspondent, in a letter which we print elsewhere, has the satisfaction of stating that his doubt and our comments were justified, and that the decision in question has been overruled by another divisional court, PHILLIMORE and BRAY, JJ., in *Hackney Furnishing Co. v. Watts* (*Times*, 10th inst.). The question is whether the owner of goods, which have been delivered to a tenant under a hire-purchase agreement, can withdraw them from the landlord's right of distress by merely giving notice, under a clause in the agreement, to determine the agreement. In the earlier case it was held that, on such notice, the tenant ceased to have any beneficial interest in the goods, and that they were consequently exempt from distress under section 1. But section 4 provides that the Act shall not apply to goods comprised in any hire-purchase agreement made by the tenant, and it seems clear that the goods, as long as they remain in the tenant's possession, continue to be comprised in the agreement, notwithstanding the notice of determination. In *Hackney Furnishing Co. v. Watts* (*supra*), the court pointed out that the agreement was not dead, since the owner could not recover his goods without shewing his title to do so under the agreement. This accords with the remark in our previous article, "The notice puts an end to the right of the hirer to retain the goods, but otherwise the rights and liabilities of the parties may have to be ascertained by reference to the agreement." It is satisfactory that the court, on the present occasion, felt at liberty to dissent from the previous case, and to get rid of what seemed to be a clearly erroneous decision.

#### Parliament as a Divorce Court.

AN INTERESTING Irish Divorce Bill (Bishops' Bill), whose fate in the House of Lords is reported in the issue of the *Times* for May 13th, reminds one that in Ireland there is no Divorce Court, and all divorces are obtained by means of a private Bill passed through both Houses of Parliament. The rules of procedure followed by the House of Lords—which, in practice, deals with such bills—require that the petitioner shall, first of all, bring two actions in the law courts, one for criminal conversation against the co-respondent and one for a divorce *a mensa et thoro* against the respondent. This was also the law in England prior to 1857, and of course the necessity of bringing two actions, besides promoting a Bill in Parliament, made the cost of divorce prohibitive to all except the very rich. From time to time, however, devices for slightly lessening the expenses have been adopted and sanctioned by the House; one of these occurs when the co-respondent is not likely to be able to pay any substantial damages to the petitioner, or when the petitioner's own conduct renders it impossible for him to get more than nominal damages. In these two cases it has been held unreasonable to insist on the bringing of the action for criminal conversation (*Izard v. Izard*, 14 P. D. 45, and *Brooke's Bill*, 1 H. L. Cases, 159); but the divorce action *a mensa et thoro* must still be taken in the Irish Courts. A curious difficulty arises when the adultery of the co-respondent is established, but the identity of the co-respondent cannot be proved except on the respondent's confession. In such a case the English Divorce Court has adopted a simple mode of cutting the Gordian knot: it finds that the respondent committed adultery with the co-respondent, but that the co-respondent did not commit adultery with the respondent! In *Bishop's case*, shorn of some adventitious complications, this very point had to be dealt with by the House of Lords. The objection to adopting the solution of the Divorce Court is that the name of the co-respondent would appear in an Act of Parliament, and thus proclaim him to all time guilty of an offence not proved against him. Faced by this difficulty, and unable at the

moment to find an answer to it, the House of Lords adjourned the hearing for a month. It will be interesting to see what solution they finally adopt ; but there is a certain irony in the situation, since the Home Rule Bill, now before the Houses of Parliament, if it passes into law, will presumably put an end to the exercise of this jurisdiction, and render superfluous any precedent now laid down.

#### Women Lawyers.

THE GREAT Emancipation Bill, a statement of the contents of which we gave last week, has now been printed. It has, at all events, a respectable "backing." The putative father is Lord WOLMER, the grandson of a Lord Chancellor, and it is stated to be supported by, among others, Lord ROBERT CECIL, K.C., and Mr. J. W. HILLS, M.P., of the Law Society's Council. The contents are exceedingly terse, consisting of two clauses only. The first of these proposes to provide that "a woman shall not, on the ground of her sex alone, be disqualified" from (a) being called to the bar, or (b) being admitted as a solicitor, or (c) being registered as a parliamentary agent, or (d) being admitted as a student at any Inn of Court, or entering as a candidate at any examination. Surely (d) should come first in this list, as being the essential preliminary step towards the achievement of the privileges subsequently conferred. It will be observed that the Bill leaves open every ground of objection, except sex ; hence if the benchers, or the Council of the Law Society, should consider that, by reason of the good looks, or somewhat free manners, of any female candidate, there is danger of unseemly flirtation with the students of the other sex, resulting in neglect of lectures or reading, they will (unless such flirtation is covered by the words of the Bill "acting as a solicitor") apparently be entitled to declare the female candidate disqualified. And again, if it is thought that raiment resembling in splendour that of the Queen of Sheba would be provocative of wandering thoughts in the examination room, there will (unless such raiment is to be considered "an ancillary right or privilege" under the words of the Bill) apparently be a right to declare the wearer disqualified. But the concluding sentence of clause 1 appears to wholly omit the restrictive provision to which we have referred. It provides that

a woman shall, on being called to the bar or admitted as a solicitor, or registered as a parliamentary agent, be entitled to the rights of audience, and to all other ancillary rights or privileges, to which a man is in the like case entitled, and any enactment or provision of law, and any order of either House of Parliament, relating to, or to persons seeking to become, barristers, solicitors, or parliamentary agents, shall have effect accordingly.

That is to say, when once past the Rubicon, the barristeress or solicitorress or agentess is to have every privilege hitherto enjoyed by legal practitioners, including the privilege as to statements made by her as advocate, covering everything uttered with reference to, and in course of, the judicial inquiry, though irrelevant, *mala fide*, and spoken with express malice. It may, indeed, be pointed out that the lady advocate will really have far more privilege than her male brethren in browbeating the bench. What judge would commit for contempt of court a fascinating young Portia ? We observe, with some relief, that the Bill does not propose to open to women the way to judicial office. But why should the women of Scotland and Ireland be debarred by clause 2 (2) of the Bill from this emancipating measure ?

#### Payment by Cheque.

It is trite law that a debtor must seek out his creditor and pay him in the current coin of the realm at the date when the debt falls due, unless the creditor has gone beyond the seas or has declined beforehand to accept a tender. It is equally trite practice that the courts will not look at all favourably on the creditor who insists unreasonably upon his strict legal rights in a matter like this ; if the creditor sues without making a demand, or naming a reasonable place of payment, he will get his judgment, indeed, but the judge will refuse him his costs. Intermediate between the strict rule of law, and the customary exercise of judicial discretion as to costs in practice, may be classed a legal principle which is not yet quite understood or established, but which has gradually been fighting its way into a halting

recognition by the courts. We refer to the principle that, if a creditor expressly and impliedly indicates a mode of payment other than the strict legal one, the debtor is treated as having performed his legal obligation to make payment when he has complied with the creditor's express or implied requirements. Thus, if the creditor sends his account and requests the debtor to forward a cheque, the latter is absolved upon sending a valid cheque by the ordinary postal route—even although the cheque is lost or stolen in the course of transit : *Norman v. Ricketts* (3 T. L. R. 182). The creditor, it seems, is regarded as having agreed to accept a cheque as legal tender, and as having named the post office as his agent to receive it. But attempts have frequently been made to push this doctrine a stage further, and to set up an alleged "custom" or at least "the usual course of business between the parties" to accept cheques sent by post as a proper legal discharge of the debtor's duty to pay his creditor. Hitherto, such attempts have failed : *Pennington v. Crossley* (13 T. L. R. 513). But a point, which, we believe, has never been raised before, was the foundation of an ingenious argument in the very recent case of *Car, &c., Insurance Co. (Limited) v. British Motor Cub Co. (Limited)*, which came before Mr. Justice HAMILTON and a special jury on Friday in last week (*Times*, May 11th). The defendants had business dealings with the plaintiffs, and usually paid their debts by crossed cheques, which the plaintiffs accepted without demur. On the 5th of October they posted a cheque for £640 2s. 6d. to the defendants in discharge of a debt ; by inadvertence an open cheque was sent. This was stolen during transit, and cashed by the thief. It was argued for the plaintiffs that, even if they had assented to, and thereby impliedly authorized, the payment of their debts by crossed cheques, they had not assented to the sending of an uncrossed cheque, which of course is more easily cashed by a thief. Mr. Justice HAMILTON evidently shared this view, and indicated to the jury that in his opinion a letter requesting the sending of a cheque by post no more authorized the sending of an open cheque than it authorized the sending of the cheque in an open envelope ; it meant the sending of a crossed cheque in a sealed envelope. The jury found for the defendants, and therefore his lordship's view was evidently theirs. The point, however, is rather one of law than of fact, and is so important that we should be glad to see the opinion of the Court of Appeal expressed upon it.

#### Treasury Counsel at the Old Bailey.

THE RECENT appointment of Mr. LEYCESTER, lately one of the Treasury Counsel at the Old Bailey, to a stipendiary bench in the Metropolis, caused a vacancy in the ranks of the Treasury Counsel. This vacancy has now been filled by the appointment of two members of the junior bar, one of whom, Mr. PERCIVAL CLARKE, is the son of a distinguished father, and has himself shewn much legal and forensic ability. There are now six instead of five Counsel to the Treasury at the Central Criminal Court, whereas only a few years ago the number was but four, and a score of years ago only two. As the work of the court has rather diminished than increased of late years, this duplication and triplication of the counsel who hold official posts has not been caused by any necessity for an addition to their numbers. What has happened is that a growing tendency towards the exclusion of the bar mess from the enjoyment of Treasury briefs, and their monopoly in the hands of a few selected counsel, has exhibited itself in the course of the past generation. Formerly nearly all the court briefs were distributed in rotation amongst the members of the mess ; now about three-fourths are reserved for the Treasury bar. The exclusion of the mess is still further marked by the allocation of post office prosecutions to one official counsel, and of all mint cases to two such counsel. It cannot be said that the change is justified by any striking increase in the efficiency with which work is done in public prosecutions. Nor is it a matter of economy, for the ordinary fee marked on a court brief is two guineas, whereas Treasury Counsel, it is generally understood, receive five. Rather it marks the growth of the official spirit, the tendency towards bureaucracy and Government monopoly, which are so visible to-day. Incidentally, the system has one drawback of no mean consequence. It becomes almost a matter of course that Treasury

Counsel shall receive the appointment of Metropolitan Police Magistrate whenever a vacancy occurs. The result is to fill the London bench with barristers whose abilities, for many years before receiving their judicial appointment, have been enlisted chiefly on the side of the prosecution.

#### Essential Error as to Goods Delivered under Contract of Sale.

THE FIRST Division of the Court of Session in Scotland had recently given its decision in a case of some difficulty relating to the sale of goods. The plaintiff carried on business at Glasgow, and described himself as a dealer in antiques. In May, 1910, he sold to the defendant six small and two arm mahogany chairs at the price of £120. When the defendant agreed to buy the chairs he had only seen two of them, they being all that were in the plaintiff's shop. The chairs were sold without a guarantee that they were antique. The defendant paid part of the purchase money, but subsequently discovered that the chairs were not antique but were reproductions, and refused to pay the balance due under the contract. The defendant's evidence was that the plaintiff made statements to him which left the impression on his mind at the time that the chairs were antique, and that similar chairs could not be manufactured at the present day. The seller, however, as was observed by the Lord President, had three great points in his favour: first, that he did not get a price which was more than the fair market value of the articles sold; second, that the buyer saw at least two of the articles purchased, and, it may be presumed, formed his own opinion about them; and thirdly, that nothing like fraudulent misrepresentation on the part of the seller was disclosed. But the Lord President and the whole court gave judgment for the defendant on the ground that the whole question was whether the set of chairs were sold as antiques. And although there had been no fraudulent misrepresentation and no warranty by the seller, it appeared that he induced the buyer to consider that he was buying a set of chairs which were not of modern workmanship. There was, therefore, a misrepresentation as to the real thing itself, and not merely as to the quality of the thing. The case, like many which turn on the question whether a contract of sale ought to be set aside on the ground of essential error induced by the representations of the seller, may be read with some misgiving by those who attach importance to the absence of any warranty.

#### A New Point in Larceny.

A CURIOUS CASE is reported in the State Reports for New South Wales (St. Rep. 217). Section 19 of the Police Offences Act, 1908, provides that "no person shall, unless the holder of a certificate to deal in poisons, . . . sell, or have in his possession opium," and section 20 provides that if opium is found in the possession of anyone and the certificate is not produced, a constable may seize it, and take the possessor before a magistrate, by whom the opium shall be forfeited. It appeared on a Crown Case Reserved, that the prisoner was charged with assaulting a Chinaman, and robbing him of one bag and nine tins of opium, his property. It was contended that opium could not be the subject of robbery, and that the case should be withdrawn from the consideration of the jury. The argument for the prisoner was that if a person is forbidden by law to have possession of a certain thing, he cannot have the right of property in it. The court held that the real meaning of the section was that any person found with opium in his possession, unless he were the holder of a certificate, should be liable to the penalty, but that it in no way destroyed property in opium. The Act left opium exactly as it was at common law.

#### Specializing in Crime.

COMPLAINTS ARE often made of the extent to which specialism prevails at the present day, especially among those who are engaged in the practice of the law. It is not easy in these days to find, either upon the bench, at the bar, or among metropolitan or country solicitors, one who can lay claim to an intimate acquaintance with the whole body of English law. We cannot, therefore, be surprised to hear that a similar specialism exists

among those who transgress the law—the habitual criminals. In a case recently tried by the magistrate of the Westminster Police Court, the prisoner was charged with stealing copies of the London Directory, and it was stated that he had made a specialty of stealing these directories and nothing else. It might be thought that such ponderous volumes were rather a cumbersome description of booty, but it appears that they were easily disposed of to dealers in second-hand books. And the magistrate stated that similar forms of specializing in crime were not infrequent, and that a man had been brought before him year after year for one sort of offence only—stealing doormats.

#### Relief Against Forfeiture.

AT the time of the decision of the Court of Appeal in *Rose v. Spicer, Rose v. Hyman* (1911, 2 K. B. 234), we called attention (55 SOLICITORS' JOURNAL, p. 629) to the undue restriction which it placed on the power of the court to grant relief against forfeiture; and it is satisfactory to find that the decision has been unanimously reversed by the House of Lords: *Hyman v. Rose* (*Times*, 15th inst.). By a lease, made in 1845, a piece of land at Hackney, with the chapel then in course of erection thereon, was demised for a term of ninety-nine years, at a rent of £33. The lessees' covenants included covenants to "repair, support, uphold, maintain," and keep the demised chapel and buildings in repair; not to alter or vary the front elevation without the consent in writing of the lessor; to yield up in repair; not to carry on certain trades—in the main, trades of an offensive nature—and not to permit to be carried on any offensive trade, business or occupation. The chapel was completed, and, under the terms of a trust deed, was used as a place of religious worship till the end of 1909. The lease was then vested in SPICER as sole surviving trustee; the reversion was vested in Mrs. ROSE. The chapel was not used after 1909, and fell into disrepair, and with the consent of the Charity Commissioners the premises were sold for the residue of the term. Ultimately they became vested in HYMAN and ROSENTHAL, who proposed to use them for a cinematograph theatre. Meanwhile the reversioner had commenced an action against SPICER to recover possession for non-repair, and when the assignees proceeded to put the premises in repair, and to make the structural alterations required to adapt the premises for their new use and comply with the requirements of the London County Council, they commenced another action against them. The alterations included the removal of some iron railings outside the building; the opening of a new door in one of the walls; the removal of part of the gallery in order to provide for the erection of new fire-proof staircases; the building of new offices; and the raising of the floor to a uniform level. Both actions were defended by HYMAN and ROSENTHAL, and they applied for relief against the forfeiture, offering to deposit a sum sufficient to cover the cost of reinstating the premises in their former condition at the end of the term. They failed to obtain relief before the master and the judge at chambers, and went to the Court of Appeal. Here, however, they met with the same fate, COZENS-HARDY, M.R., and MOULTON, L.J. (BUCKLEY, L.J., diss.) refusing relief.

Formerly courts of equity adopted a narrow policy in regard to relief against forfeiture. Relief might be granted under the general heads of fraud, accident, surprise and mistake, but not against forfeiture for breach of covenant, save only breach by non-payment of rent. The idea prevailed that it did not matter when the lessor got his rent, provided he got it some time; but against a breach of covenant to repair or otherwise, which could easily be rectified, and which in the result did the lessor no harm, there was no relief. This policy was reversed by section 14 of the Conveyancing Act, 1881. With certain exceptions, the rule now is that a lessor cannot enforce the forfeiture until he has given the lessee a chance of remedying the breach, and the lessee has the right of applying for relief. On such an application the court "may grant or refuse relief, as the court, having regard to the proceedings and conduct of the parties under the foregoing provisions of the section, and to all

the other circumstances, thinks fit ; and in case of relief may grant it on such terms, if any, as to costs, expenses, damages, compensation, penalty, or otherwise, including the granting of an injunction to restrain any like breach in the future, as the court, in the circumstances of each case, thinks fit."

The granting of relief, then, in any particular case is a matter of discretion ; but in the Court of Appeal the Master of the Rolls laid down a series of rules for the exercise of the discretion. First, the lessee must, so far as possible, remedy the breaches alleged in the statutory notice, and pay compensation for breaches which cannot be remedied ; secondly, if the breach is of a negative covenant, he must undertake to observe it in future, or, at least, must not avow his intention to repeat the breach ; thirdly, if the act is such that it would be restrained on the ground of waste, he must undertake to make good the waste if possible ; and fourthly, if the second and third rules do not apply, and the breach is one for substantial damages, the lessee must undertake not to repeat it. "In short," concluded COZENS-HARDY, M.R., "subject only to the maxim *de minimis*, the applicant must come into court with clean hands, and ought not to be relieved if he avows his intention to continue or to repeat a breach of covenant."

The objection to this series of rules, and to the concluding remark, is that the power of the court is statutory and the statute knows nothing about them. The Lord Chancellor reduced them to their proper position by observing that they "were useful maxims in general, and in general they reflected the point of view from which judges would regard an application for relief, but it ought to be distinctly understood that there might be cases in which all or any of them might be disregarded. If it were otherwise, the discretion given by the statute would be fettered by limitations which had nowhere been enacted." Practically, this means that the Master of the Rolls' rules have no authoritative validity, and the court is free again to exercise its discretion in regard to the circumstances of the particular case.

But while no rule should be laid down, it is, of course, permissible to have regard to the fact that the power to grant relief exists, and to the reason for which it is given. The power is given because forfeiture means the appropriation by the lessor of property which belongs to the lessee. Under the lease, the lessor parts with the right to possession of the land for a definite time. During that time he is no further interested in it than to see that his rent is paid, and that the property will be restored to him in a proper condition at the end of the time. Moreover, if he has placed definite restrictions upon the use of the property, he is entitled to have these observed. In such a case, he does not part with the free possession of the property ; he parts with it only upon certain terms. In this last point the Lord Chancellor found the consideration governing the present case. There was no stipulation in the lease requiring that the building should be used as a chapel ; indeed, the express exclusion of certain specified purposes implied that it might be used for other purposes ; and, in order to adapt it to other purposes, the lessees were entitled to make any reasonable alterations which did not conflict with actual covenants in the lease. The Lord Chancellor agreed with BUCKLEY, L.J., that waste was a question of degree. The mere opening of a door in a wall, or the rearrangement of the interior of the building, is not waste if it is required for the adaptation of the building to a new and permitted purpose. The internal changes, he held, were quite legitimate for the purposes allowed by the lease, and that was the governing consideration.

It would appear from the Lord Chancellor's judgment that, in his opinion, no breach of covenant had been in fact committed, other than the original breach in allowing the premises to fall into disrepair. Upon this footing, the granting of relief upon the premises being put into repair was a matter of course, and we gather that he would not have required an undertaking for restoration of the premises at the end of the term, and a deposit to secure the restoration, had this not been offered. From this point of view, the decision is important rather with regard to what constitutes breach of covenant and waste, than

with regard to forfeiture. If the lessees were entitled as a matter of right to make the proposed alterations, then, of course, no question of forfeiture on this head would arise.

But this places, perhaps, too narrow a construction on the judgment. If such was really its ground, it was not material to take objection to the Master of the Rolls' rules for the exercise of the discretion ; and, moreover, the offer of restoration should have been refused. It will be interesting to see if further light is thrown on the matter by the other judgments in the House of Lords when reported. But the judgment of the Lord Chancellor seems to decide in effect that, even if the alteration were technically a breach of covenant, yet the lessees were entitled to relief, since the intended user was not prohibited, and the alterations did not, in fact, injure the reversion. The danger of the rules laid down by COZENS-HARDY, M.R., lies in the assertion that relief can never be granted where alterations to a building amount to breach of covenant or waste. If the decision of the House of Lords means that alterations which change the existing use of a building for another permitted use cannot be breaches of covenant or waste, then it extends indefinitely the power of a lessee to alter a building, but it does not touch the question of forfeiture. What, however, is really required is the reversal of the alleged rule that relief can never be granted where there is an actual breach of covenant or actual waste. As regards relief against forfeiture, the real question is whether the breach is one of which the lessor may reasonably complain. If, in fact, it does not prejudice his reversionary interest, or involve the use of the building for prohibited purposes, relief against the forfeiture should under suitable circumstances be granted, notwithstanding any continuing breach. The rule as to "clean hands," to which the Master of the Rolls referred, may be a rule of equity, but it has nothing to do with the statutory relief, and it can equally be quoted against the lessor who seeks to enforce the forfeiture. The statutory relief is only required because of the inequitable conduct of lessors. The decision of the House of Lords favours the view that continuing breach of covenant is not a necessary bar to relief. Either this is the result or the right of lessees to alter premises is very materially extended. If in the present case there was no breach, other than the non-repair, it follows that any alteration is permissible which is required to adapt a building for a permitted purpose, and is not clearly opposed to an express covenant. This, however takes the rights of lessees a very long way, and we prefer to read the judgment, not as rendering such alterations necessarily legal, but as giving relief against forfeiture where the lessor is not really injured, notwithstanding the continuing breach.

## The Special Land Tenures Bill.

A BILL styled the Special Land Tenures Bill has been introduced into the House of Commons, with the object of abolishing certain customary incidents attached to freehold and copyhold land, and of bringing the legal estate in copyhold land within Part I. of the Land Transfer Act, 1897, and section 30 of the Conveyancing Act, 1881. The multiplicity of incidents affecting the tenure of land has long called for reform, and in some respects the Bill is a belated attempt to carry into effect the recommendations of the Real Property Commissioners made eighty years ago. Practically, there are only two tenures under which land can be held—common socage and copyhold. Of course, leasehold is not strictly a tenure, although the old lawyers attempted to make it so by the fiction that fealty was due by lessee to lessor. But common socage is subject in certain cases to special customs, such as descent by the custom of gavelkind, or of borough English ; and the customs affecting copyhold land are infinite. The Real Property Commissioners recommended the abolition of all local customs affecting land held in burgage or borough English, and, "after very mature deliberation," they were of opinion that the custom of gavelkind should be abolished. As to copyholds, they observed (Third Report, p. 14) : "Custom is said to be the life of copyhold tenure ; and one of the greatest evils of the tenure arises from the multiplicity and uncertainty

of customs in different manors. Each manor has for itself a system of laws, to be sought in oral tradition, or in the court rolls or proceedings of the customary court." But they did not suggest any general abolition of these customs. The existence of the customs was merely used as an argument for encouraging voluntary enfranchisement.

With regard to the abolition of special customs affecting tenure nothing has so far been done, and we may venture to hope that the present Bill will not be accepted as the means of accomplishing the requisite changes. In general, statutes dealing with the law of real property have had some claim to be considered well drawn; and though some of them—notably the Conveyancing Act, 1911—err on the side of verbosity, we are not aware that any measure has sunk to the level of this Bill. Take, for instance, clause 1, which proposes to abolish special customs as to descent, alienation, and the rights of husband and wife in freehold lands. These rights are elaborately specified, and the draftsman attempts to effect the change in a lengthy sub-clause. But this is quite needless. All freehold tenure is in frankalmoign or socage. Frankalmoign is not of practical importance. Socage was not deprived by 12 Car. 2, c. 24, which abolished the military tenures, of any customary incidents attached to it. All that is now required is to go a step further, and deprive socage tenure of all customary incidents. As regards everything except gavelkind, there is no difficulty; no one, we imagine, wishes to preserve borough English, and any other customary incidents are of rare occurrence and no value, especially since it was held, in *Mertens v. Hill* (1901, 1 Ch. 842), that a custom to require a fine on alienation of freehold lands was bad. But whether the men of Kent are ready to give up gavelkind we do not know. It has generally been supposed that they are tenacious of this custom, and we imagine that the abolition of primogeniture in freehold land generally will have to precede uniformity in descent.

The Bill is open to the same objection of verbosity in the clauses which aim at the abolition of peculiar copyhold customs. The object is to assimilate descent, curtesy, and freebench in copyholds to the like incidents in freeholds; but it has not occurred to the draftsman that this can be done quite as effectually and far more readily by the use of a few general words, than by a laborious enumeration of details. The worst clause, however, in the Bill is clause 5, which deals with customary assurances of copyhold land. Occasionally, copyhold land is transferred by bargain and sale, and it is proposed to perpetuate this, and also to allow such land to be transferred by ordinary deed of grant. Thus, in the particular case of alienation, the draftsman has not aimed at abolishing the custom, but has left the custom intact, and has introduced an alternative mode of alienation. This is simply increasing the complications of a system which is already complicated enough, and nearly two pages of the Bill are taken up with the clause.

Any attempt to deal with the tenure of land, and the incidents of tenure, will have to be made on quite different lines. It will not be sufficient to lop off particular customary incidents. The whole subject of tenure must be placed on an intelligible basis; or—for this is what we must come to—tenure must be abolished and landowning made allodial again. In ordinary cases, no doubt, the system of freehold and copyhold tenure presents no difficulties. Freeholds are held in free and common socage with the well-known incidents attached thereto by common and statute law; copyholds are alienable by well understood, if cumbersome, modes of conveyancing, and any special incidents can be ascertained from the steward. But tenure in ancient demesne—that matter, as the Real Property Commissioners described it of "perplexed learning"—and customary freeholds still exist for no purpose of practical utility, and only for the exercise of legal subtlety. Freehold tenure in ancient demesne—that is, under a manor belonging to the Crown under Edward the Confessor and William I., as to which Domesday is conclusive evidence—has become indistinguishable from ordinary socage tenure since the abolition by the Real Property Limitation Act, 1833, section 36, of the writ of right close—in itself an interesting matter of antiquarian lore, for the copyholders had this writ till the freeholders appropriated it to themselves. But copy-

hold tenure in ancient demesne often exists in the form of customary freehold; and customary freehold is prevalent also in other manors, not ancient demesne, especially in the North of England. Customary freeholds led Lord COKE to believe that copyholds could be held in "frank tenure"; that is, that they might really be freehold. BLACKSTONE, in a well-known argument, maintained that Lord COKE meant only that the interest was freehold, while the tenure was copyhold. This was mere sophistry, for COKE, no doubt, meant what he said. But BLACKSTONE prevailed, and with but slight judicial protest, customary freeholds—that is land held according to the custom of a manor, but not expressed to be at the will of the lord—have ever since been copyhold, or at any rate of base tenure. There are, however, as we recently pointed out (*ante*, p. 302), other lands held subject to special incidents as to alienation which are really freehold, and are commonly known as ancient freeholds. The usual incident is the necessity of acknowledging tenure, or registering the assurance. If the custom goes farther and requires the admittance of the alienee, the lands are of base tenure and the freehold is in the lord. All these matters furnish a fair field for the law reformer, and the promoters of the present Bill might well have taken them in hand. A measure putting the ownership of land on a modern basis, and relegating the peculiarities of tenure—in themselves of no small interest to the historian and the antiquarian—we should welcome. But the present Bill is not framed upon the right lines.

## Reviews.

### Agency.

A DIGEST OF THE LAW OF AGENCY. By WILLIAM BOWSTEAD, Barrister-at-Law. FIFTH EDITION. Sweet & Maxwell (Limited).

The relation of principal and agent may exist in regard to nearly all matters recognized by the law, and the practical effects of the relation are found over a very wide field. Mr. Bowstead has reduced the numerous rules established by judicial authority to a series of some 150 articles and has explained each article by illustrations in which the facts of the relevant cases are shortly stated. Ratification, for instance, depends on the existence of an ascertainable person at the time when the act to be ratified was done, and article 26, which enunciates this rule, is founded, among other authorities, on *Keighley v. Durant* (1901, A. C. 240), where the impossibility of bringing in a principal, not named and not existing at the time of the act, was established. An important head of agency relates to contracts by married women, and articles 10-12 state the rules as to implied agency in such cases. The law, as *Morel v. Earl of Westmoreland* (1904, A. C. 12) shews, is responsible for unfortunate complications as to the respective liability of husband and wife. A different series of cases is suggested by *Perry-Herrick v. Attwood* (2 De G. & J. 21), and the rule that an agent, intrusted with title deeds for the purpose of raising money, can borrow beyond the limit imposed by his principal finds recent authority in *Brocklesby v. Temperance Building Society* (1895, A. C. 173), and *Rimmer v. Webster* (1902, 2 Ch. 163); while the extent to which a company is bound by the fraudulent act of its secretary has been exemplified in *Ruben v. Great Fingall Consolidated* (1906, A. C. 439). The agent himself, on the other hand, may be the injured party; where, for example, he has unwittingly rendered himself liable in conversion for disposing of goods to which his principal had no title. Article 134 states in detail the law on this point with reference to *Hollins v. Fowler* (L. R. 7 H. L. 757), *Consolidated Co. v. Curtis* (1892, 1 Q. B. 495), and other well-known cases. The book deals with its subject in a thorough and capable manner, and we are glad to see that it has arrived at a fifth edition.

## A Book of Abbreviations.

LEGAL ABBREVIATIONS: BEING CITATIONS OF AMERICAN, ENGLISH, COLONIAL AND FOREIGN LAW TEXT-BOOKS AND REPORTS. By CHARLES C. SOULE (Reprinted from "The Lawyers' Manual, 1883), WITH ADDITIONS TO DATE by W. T. ROGERS. George Allen & Co. (Limited).

This little book (the notice of which has, we regret, been unduly delayed) is a singularly complete collection of the abbreviations to be met with in the citations of American, English, colonial and foreign law text-books and reports. It reminds one of the clipped language

in which Key and Elphinstone's Precedents are expressed. Of course, a considerable number of the abbreviations relate to American books little known here, and we should certainly, without this guide, feel embarrassed by a reference to the numerous productions of one "Abb"—e.g., "Abb Cl : Ass"; "Abb Leg Rem" and "Abb Dig Corp." Turning to English law books, we are relieved to find that the abbreviation "Big Jarm Wills" has no reference to the great size of the volumes recently edited by Messrs. Sweet and Sanger, but only to Mr. Bigelow's edition of that book; and that the expression "Pol Parts" does not imply anything derogatory to the completeness of Sir F. Pollock's book on partnership. One surprising thing is the care with which all the reports, old and new, are collected and the wide range of references to standard treatises that the book contains. We have not found any reference to the "White Book" or the "Yearly Practice," but we have missed few other works. Another surprising thing is the accuracy with which the titles of books and reports are reproduced. It is really an excellent little treatise.

### Misrepresentation.

THE LAW OF MISREPRESENTATION IN RELATION TO LIMITED LIABILITY COMPANIES. By A. MONTEFIORE BRICE, Barrister-at-Law. Sweet & Maxwell (Limited).

Misrepresentation on the part of persons interested in companies has been a frequent subject of litigation in recent times, and Mr. Brice has performed a useful task in bringing together the authorities—statute and judicial—by which the matter is governed. After a prefatory chapter on misrepresentation, fraudulent and innocent, he treats of the general law—now to be found, as to personal liability, in *Derry v. Peek* (14 App. Cas. 337), and as to rescission in *Central Railway of Venezuela v. Kisch* (L. R. 2 H. L. 99), and *Erlanger v. New Sombrero Phosphate Co.* (3 App. Cas. 218) and other cases—and of the statute law now incorporated in sections 81 and 84 of the Companies Act, 1908. Subsequent chapters deal with the action of deceit, rescission, delay, and other matters. The main feature of the book is the statement in each chapter of the leading cases germane to its subject, and the book will be found useful as a collection of these cases, as well as for its classification of the principles forming the law of misrepresentation. In particular, in the chapter on the effect of delay and acquiescence, the cases which inculcate the necessity of taking proceedings for equitable relief promptly—especially in company matters, where the rights of other persons may soon intervene—are conveniently collected and stated. To these might be added *Re Sharpe* (1892, 1 Ch. 154), though not directly concerned with misrepresentation.

### Books of the Week.

**Chitty's Statutes.**—Chitty's Statutes of Practical Utility, arranged in Alphabetical and Chronological Order, with Notes and Indexes. The Sixth Edition, by W. H. AGGS, M.A., LL.M., Barrister-at-Law. Volume VII.: "Land" to "Local Courts." Sweet & Maxwell; Stevens & Sons.

**Death Duties.**—A Digest of the Death Duties (Alphabetically arranged). With numerous Examples and Diagrams illustrating their Incidence, and including an Index of Titles, and an Appendix of the Legacy Duty Act, 1796 (36 Geo. 3, c. 52); the Succession Duty Act, 1853 (16 and 17 Vict., c. 51); and of the Relevant Parts of the 8 and 9 Vict., c. 76, 28 and 29 Vict., c. 104, 31 and 32 Vict., c. 124; Customs and Inland Revenue Acts, 1880, 1881, 1888 and 1889; and the Finance Acts, 1894, 1896, 1907, 1910, 1911. Third Edition. By A. U. NORMAN, I.S.O., B.A., B.Sc. Volume II.: Legacy Duty; Succession Duty. Butterworth & Co.

**Game Laws**—Oke's Game Laws, containing the Law relating to Trespass and Poaching, Game, Gun and Dog Licences, Rabbits, Deer Ground Game, Poison, Spring Traps, Firearms; and Sporting Rights Hunting; Rating and Valuation of Sporting Rights, and Wild Birds throughout the United Kingdom. Systematically Arranged with Statutes, Cases and Forms. Fifth Edition, by LAWRENCE MEAD, B.A., Barrister-at-Law. Butterworth & Co.

**Local Government.**—Local Government Case Law. Over 450 Cases (English, Scottish and Irish), specially useful to Clerks to Local Authorities, Treasurers and Accountants, Medical Officers of Health, Engineers, Architects and Surveyors, Sanitary Inspectors and Inspectors of Nuisances, Assistant Overseers and all Municipal and Parochial Officers, Members of Local Authorities, Members of the Legal Profession, Justices of the Peace, and others interested in this branch of the Law. By RANDOLPH A. GLEN, M.A., LL.B. (Cantab.), Barrister-at-Law. Vol. II. The Local Government Review (Limited).

**National Insurance Act.**—The Duties of Employers under the National Insurance Act, 1911; with Tables, Specimen Rulings, and Appendices. By WILLIAM ANNAN, C.A. William Hodge & Co.

**Law of Building, Engineering, and Ship Building Contracts.**—Second Supplement to the Third Edition of the Law of Building, Engineering and Ship Building Contracts. By ALFRED A. HUDSON, K.C., Barrister-at-Law. Sweet & Maxwell (Limited).

**Law Magazine.**—The Law Magazine and Review, a Quarterly Review of Jurisprudence. Being the Combined Law Magazine founded in 1828, and the Law Review founded in 1844. Vol. XXXVII., May, 1912. Jordan & Sons (Limited).

## Points to be Noted.

### Practice.

**County Court—Remitted Action—Jurisdiction.**—When an action has been remitted to the county court, the plaintiff may amend his claim in any manner allowed in an ordinary county court action, even though the action would not have been remitted if the amended claim had been the original claim.—*SPRING v. FERNANDEZ* (K. B. Div. Ct., Nov. 21) (56 SOLICITORS' JOURNAL, 110; 1912, 1 K. B. 294).

**"Proceeding" in Action after Lapse of a Year.**—By order LXIV, r. 13 of the R.S.C., if a year has elapsed without any proceeding in a cause or matter, the party desiring to "proceed" shall give month's notice to the other party. But to sign judgment under order XIV. is not to "proceed" within the meaning of this rule.—*DEIGHTON v. COCKLE* (C.A., Nov. 28) (1912, 1 K. B. 206).

**Appeal under Protest.**—A defendant who objects to the jurisdiction has an absolute right to appear under protest. It is the practice on his appearing under protest to allow him a reasonable time for applying to set aside the writ, making an entry on the appearance that at the expiration of the stated time the appearance is to stand as unconditional. But this is practice and has no statutory authority; and the court has still a discretion to enlarge the time for the application.—*KEYMER v. REDDY* (C. A., Dec. 2) (1912, 1 K. B. 215).

**Discovery—Affidavit of Documents—Further Affidavit.**—A party dissatisfied with an affidavit of documents may obtain an order for production of a specified document not included in the affidavit, if the court finds that the new document is material; and if the court is of opinion that the new document implies, or even suggests, the existence of other relevant documents, the court may then in general terms order a further and better affidavit of documents.—*BRITISH ASSOCIATION OF GLASS BOTTLE MANUFACTURERS (LIMITED) v. NETTLEFOLD* (C. A., Dec. 18) (1912, 1 K. B. 369).

**Construction Summons—Costs.**—In a summons by executors upon the construction of a will, if one respondent successfully asserts a right which another respondent contests, the former may be entitled to have his costs paid by the latter as if it were a case of adverse litigation commenced by writ.—*RE HALSTON; EWEN v. HALSTON* (Eve, J., Jan. 23) (1912, 1 Ch. 435).

**County Court Action—Certiorari—Defendant's Summons for Directions.**—By order XXX. r. 1 of the R.S.C. the plaintiff in every case (with certain exceptions) must take out a summons for directions, or the action will be dismissed. But, owing to the peculiar nature of the writ of certiorari, this rule does not apply to actions removed from the county court into the King's Bench Division by means of this writ; and in consequence such an action may remain alive but untried for an indefinite time.—*HARRISON v. BULL & BULL* (C. A. Feb. 3) (56 SOLICITORS' JOURNAL, 292; 1912, 1 K. B. 612).

## Correspondence.

### Hire-purchase Agreements and Distress.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Your readers will probably be interested to see that in the case *Hackney Furnishing Co. v. Watts* (reported in the *Times* of the 10th inst.), the view you took of the *London Furnishing Co. v. Solomon* (reported 28 T. L. R. 265) has prevailed with Phillimore and Bray, J.J., and that they have adopted the construction of section 1 of the Law of Distress Amendment Act, 1908, which you took, and decided in favour of the landlord and against the owner letting on the hire-purchase system.

It is to be hoped that the judgment of Bray, J., may be reported at length.

E. T. HARGRAVES.

52, Coleman-street, E.C., May 10.

[See observations under the head of "Current Topics."—ED. S. J.]

## CASES OF THE WEEK.

### House of Lords.

J. & E. KISH v. TAYLOR, SONS, & CO. 10th May.

CHARTER-PARTY—BILL OF LADING—UNSEAWORTHINESS OF SHIP—DEAD FREIGHT—DEVIACTION FOR NECESSARY REPAIRS—EFFECT ON CONTRACT OF CARRIAGE—LIEN.

*Where a vessel commences a voyage in an unseaworthy condition, and it becomes necessary in consequence for her to deviate in order to put into a port of refuge for repairs, such deviation does not put an end to the contract of carriage, and the shipowner may nevertheless enforce a lien upon the cargo for "dead freight" under the terms of the charter-party.*

*Decision of Court of Appeal (1911, 1 K.B. 25) on this point reversed, and judgment of Walton, J. (1910, 2 K.B. 309), restored.*

The plaintiffs, the appellants in their Lordships' house, who were the owners of the steamship *Wearside*, chartered her to proceed to Mobile or Pensacola, and there load a full and complete cargo of timber for carriage to Europe. The charter-party gave the plaintiffs a lien for dead freight, and by the bills of lading the cargo was made deliverable to the shippers' order or their assigns "freight and all conditions as per charter-party." The charterers failed to load a complete cargo, and the plaintiffs, in order to minimize their loss, loaded other cargo at a lower rate of freight than that provided by the charter-party. The plaintiffs loaded an excessive quantity of cargo on deck, which made the ship unseaworthy, in consequence of which the ship lost her balance in a gale, and was obliged to put into Halifax, N.S., for repairs, after which she completed her voyage. In a claim against the defendants, who were the holders of bills of lading, for a declaration that they were entitled to a lien on the cargo for loss sustained in consequence of the charterers' failure to load a complete cargo, the Court of Appeal, reversing Walton, J., on this point, held that the deviation, being occasioned by the shipowners' default, put an end to the contract of carriage, and disentitled the plaintiffs to the lien claimed. The plaintiff appealed.

THE HOUSE took time for consideration.

Lord ATKINSON, who delivered the judgment of the House, said: On the whole he was of opinion that a master whose ship, from whatever cause, was in a perilous position, did right in making such deviation for his voyage as was necessary for the safety of the ship and the lives of the crew, and that while the right to recover damages for the breach of contract and all wrongful acts committed, either by himself or by the owners of the ship, was preserved to those who thereby were wronged or injured, the contract of affreightment was not put an end to by such deviation, nor were the rights of the owners under it lost. Speaking for himself, he might say that he thought that it would not be consistent with any principle of justice that their rights should be lost. The fact that by the policy of insurance the insurer merely indemnified the assured against loss from certain risks, and it was therefore his right not to have those risks increased, differentiated, he thought, altogether the case of an insurance in the case of an insurer from the case of an endorsee of a bill of lading whose goods had been brought safely and undamaged to the port of discharge. He was therefore of opinion that the appeal ought to be allowed, with costs; and, further, that the case should be remitted to the Court of Appeal to deal with the award of damages by Walton, J., against which both parties had appealed.

Lord LOREBURN, C., and Lord MACNAUGHTEN concurred, and the appeal was allowed with costs in that House, other costs to abide final judgment.—COUNSEL, *Bailhache, K.C.*, and *Roche*, for the appellants; *Atkin, K.C.*, and *H. H. Gregory, K.C.*, for the respondents. SOLICITORS, *Botterell & Roche; Trinders, Capron, & Co.*

[Reported by ERKIN REID, Barrister-at-Law.]

## High Court—Chancery Division.

Re FRY. FRY v. FRY. Joyce, J. 8th May.

WILL—CONSTRUCTION—RENT CHARGES ON MORTGAGED PROPERTY—PROPERTY INSUFFICIENT TO SATISFY MORTGAGES AND RENT-CHARGES—RENT-CHARGES NOT CHARGED WITH DEFICIENCY—MORTGAGES PAYABLE OUT OF RESIDUE—MARSHALLING—REAL ESTATE CHARGES ACT OF 1854 (17 & 18 VICT., c. 113).

A testator by his will devised certain real estate, which was subject to a mortgage, to trustees upon trust to give notice to the mortgagees, and sell the same, reserving thereout certain rent-charges, to be paid to two of the testator's children, named in the will, for life. The testator directed the sale of other real estate for the payment of debts and expenses, and left the residue of his property to his children equally. The mortgaged property proved insufficient to satisfy the mortgage debt and provide for the rent-charges.

Held, that the rent-charges should not be charged with the deficiency, but that the mortgage debt should be paid out of the testator's residuary estate.

*Buckley v. Buckley (19 L.R. Ir. 544) followed.*

This was an originating summons taken out by the trustees and executors of the will of John Fry, deceased, for the determination of certain questions arising in connection therewith. By his will, dated

the 5th of April, 1906, the testator appointed trustees and executors, and after certain specific devises, devised ten dwelling houses situate in Fry's Parade, Ashley Vale, and ten houses in Hopetoun-road, unto his trustees upon trust that they should, after giving six months' previous notice in writing to the mortgagees (if such hereditaments should be in mortgage at the time of the testator's death) of their intention so to do, sell and convert into money the same, either by public auction or private contract, and at the same time creating and reserving out of each of such houses (except as thereafter mentioned) a rent-charge of £2 10s., but as to the dwelling-house and shop in Fry's Parade a rent-charge of £4, and as to a dwelling-house in Hopetoun-road a rent-charge of £3; and from and after the creation of such rent-charges, the trustees should stand possessed of the said rent-charges upon trust for his daughters Edith Fry and Ellen Fry for their lives respectively. The testator devised a certain dwelling-house and shop to his trustees upon trust to sell the same and with moneys produced thereby to pay his funeral and testamentary expenses and debts and legacies bequeathed by his will; and the testator devised and bequeathed all the residue of his property, real and personal, to his trustees upon trust for his children in equal shares. The testator died on the 10th of October, 1911. The houses in Fry's Parade mentioned in the testator's will were mortgaged by the testator before 1906 to secure two sums of £500 each, and the houses in Hopetoun-road were mortgaged before 1906 to secure the sum of £1,000, which mortgages were subsisting at the time of testator's death. It appeared that the values of the houses were respectively insufficient to enable the trustees upon realization to provide for the creation of the rent-charges directed by the will and also to satisfy the mortgages. The question then arose whether any deficiency on the sale of the said houses should be paid out of the testator's residuary estate or whether the rent-charges should be primarily charged with the deficiency. Accordingly the trustees took out this summons asking whether the daughters named were entitled to the rent-charges directed to be created out of the said premises free from any part of the mortgage debts subsisting on the said premises at the death of the testator and without any liability to contribute to the payment of the mortgage debts. On behalf of the residuary legatees, it was contended that *Locke King's Act* (Real Estate Charges Act, 1854) applied, and that the residue should not be charged with the mortgage debt where there was no specific direction to that effect in the will. On the other side it was argued that the Act had no application, and *Buckley v. Buckley* (19 L.R. Ir. 544) was cited.

JOYCE, J., said: It appears to me that this case is really the same as the Irish case of *Buckley v. Buckley*. Although that case seems a little startling at first sight, it is cited in all the text-books without disapproval or question, and it is an authority which will enable me to do justice in this case. I can see no reason for dissenting from *Buckley v. Buckley*. I think there is much to be said for it, so therefore I propose to follow it, and accordingly in this case the deficiency in mortgages will be made up out of the testator's residuary estate, if and so far as it will extend; if the residue is insufficient for the purpose, the ultimate deficiency must be raised by a mortgage of the rent-charges.—COUNSEL, *E. Ford* for the summons; *Hartree; Gilbert Smith* for the residuary legatees. SOLICITORS, *Ford & Ford*, for *Waneborough, Robinson, Taylor, & Taylor*, Bristol.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Re UTLEY, Deceased. RUSSELL v. CUBITT. Swinfin Eady, J. 3rd and 4th May.

TRUSTEE—PUBLIC TRUSTEE—AUDIT OF TRUST ACCOUNTS—SUMMONS BY WAY OF APPEAL FROM DIRECTION AS TO COSTS OF AUDIT—PUBLIC TRUSTEE ACT, 1906 (6 ED. 7, c. 55), s. 13.

Where funds had been properly invested and all reasonable information given to a certain beneficiary under a trust, who nevertheless demanded an audit of the accounts of the trust under section 13 of the Public Trustee Act, 1906.

Held, that the decision of the Public Trustee ordering such beneficiary to pay the costs of such an audit was quite right and must be upheld.

Section 13 of the Public Trustee Act does not give to beneficiaries general powers to obtain audit of the trust accounts at the expense of the trust estate.

John Utley by his will, dated the 29th of July, 1872, devised and bequeathed all his real and personal estate to his executors upon trust for sale and conversion, and directed that they should stand possessed of his residue in trust for all his children as well by his first wife as by his late wife in equal shares, and the testator directed that the share of daughters should be retained by the trustees for the separate use of such daughters, with remainder over to their children, and in default of children as such daughters should by will appoint. The testator died in July, 1876, and the will was proved by all the executors on the 11th of September, 1876. Three of his children are now, in the events which have happened, the tenants for life, of whom the applicant is one. In 1899 the then trustees of the will sold investments which realized £3,121 1s. 9d., and invested the proceeds in ground rents. In 1908 the ground rents were sold at the request of the applicant in this summons, and the proceeds invested in Consols. The applicant applied to the Public Trustee to have the accounts of the trust investigated. On the 4th of June, 1909, the Public Trustee, on the ground that Mrs. Russell had acted unreasonably, directed by

an order under section 13, sub-section 5, of the Public Trustee Act, 1906, that the applicant should pay the costs of the audit. On the 28th of July, 1911, a writ was issued against Mrs. Russell for the amount due to the auditors, and a summons for judgment under order 14 was taken out, but such summons was adjourned to enable Mrs. Russell to prosecute this appeal from the decision of the Public Trustee. The grounds of this application were chiefly : (1) That the accounts had not been audited ; (2) that there had been an improper investment in ground rents. And there were other grounds put forward. Counsel for the applicant contended that the Public Trustee Act, 1906 (6 Ed. 7, c. 55), s. 13, confers on beneficiaries a right of having an investigation and audit, and this investigation and audit should be paid for out of the trust estate. There was a clear breach of trust in buying the ground rents, and the applicant was fully justified in asking for the account, and ought to have her costs. Counsel for the defendant contended that the applicant had acted unreasonably in requiring an account extending over so many years. And it was quite right and proper that she should have to pay the costs of such an account. He relied on *Re Oddy* (1911, 1 Ch. 532), where Parker, J., explained section 13 of the Public Trustee Act, and refused to interpret it as giving persons, however small their interests in an estate, the right to put the estate to the expense of an account.

**SWINFEN EADY, J.**, said : This is a summons by way of appeal from an order of the Public Trustee directing Mrs. Russell to pay the costs of the audit and investigation which she asked for. John Utley died in July, 1876. In the events that have happened certain shares of residue have been paid away ; three shares remain, and are held in trust—a sum of about £3,000 Consols represents these shares, and the applicant is entitled for life to one-third share. She asked for an audit and investigation of accounts for thirty-two years from the testator's death, and alleged that one investment was made in breach of trust. The Public Trustee caused an audit of the accounts to be taken. The result is that it has been ascertained that some former trustee sold Consols, and bought freehold ground rents. These have been sold, and the proceeds re-invested in Consols, and a larger sum of Consols is now standing in the names of the trustees than there would have been if no Consols had been sold, owing to the depreciation in the value of that security. The next ground of complaint is that the account has never been audited. The applicant consulted a solicitor in 1906. Independent accountants furnished accounts very carefully prepared from 1899 to 1906. The applicant had these accounts in her possession when she said the accounts were never audited. In 1906 she employed a firm of accountants to inquire into the trust accounts, and they stated, in writing, that they were satisfied on her behalf. New trustees were appointed in 1908, and the correspondence shews that the applicant had all the information she could reasonably require. Notwithstanding all these facts, this application is made. The Public Trustee is, in my opinion, perfectly right in the order he has made. It would be scandalous if in such a case costs could be thrown on a small estate ; if any unreasonable or dissatisfied person could obtain an audit at the expense of the trust estate where funds were properly invested, and all reasonable information had been given. I entirely concur with what Parker, J., said in *Re Oddy* (*ubi supra*), and am the more impelled to do so since counsel for the applicant argued that every person can now obtain an audit of trustee accounts at the expense of the trust estate. In proper cases costs come out of the estate, but where the investigation is unnecessary an order, such as the Public Trustee has made in this case, is perfectly right.—COUNSEL, Willis; Morton Smith. SOLICITORS, Maurice Parkin; George Thatcher.

[Reported by L. M. MAY, Barrister-at-Law.]

**Re JAMES DANIELS, Deceased. WEEKS v. DANIELS.** Neville, J.  
25th and 26th April.

TRUSTEE—POWER TO GRANT MINING LEASES—OPEN AND UNOPENED MINES—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), S. 11—POWER AS TRUSTEE OF SETTLED LAND—CONTRARY INTENTION.

The residue of an estate comprising timber and minerals was devised to trustees with power to let land in such manner as they thought fit. There were no open mines.

Held, that such a power did not authorize the letting of unopened mines.

But held also that the lease of the mines must be taken to operate under the Settled Land Act, and that as the will did not express a contrary intention, which would take the property out of the operation of section 11 of the Settled Land Act, 1882, the tenant for life was only entitled to one-fourth of the rent, and the remaining three-fourths must be set aside as capital moneys arising under the Acts in accordance with the terms of such section.

This was a summons to determine a question arising on a bequest of residue under a will. The testator's residue, consisting of lands containing timber, timber-like trees, and minerals, was devised upon trust as to one-sixth to J. Daniels for his life, and after his death to his wife for her life. The trustees had power to let land in such manner as they thought fit. There were no open mines. The trustees let mines by a lease, dated the 8th day of December, 1902, and this summons was taken out to determine, first, whether the trustees should consent to the division of the rent and royalties into sixths as heretofore, and to the one-sixth of Mrs. Daniels being paid to the trustees, and disposed of by them as directed by the court. And, secondly,

whether the proportion of the said rent and royalties, payable in respect of the share of Mrs. Daniels, which ought to be set aside as capital moneys, is one-fourth or three-fourths of such one-sixth. Counsel for the tenant for life argued that the mining lease was authorized by the will, and in the alternative that if it was not so authorized, and operated under the Settled Land Act, the will shewed a "contrary intention" sufficient to take the lease out of the operation of section 11 of the Settled Land Act, 1882. He craved leave to incorporate in his argument a passage at p. 602 of the 2nd Edition of *Farrow on Powers*. The following cases were also cited in argument : *Clegg v. Rowland* (1866, L. R. 2 Eq. 160), *Motridge v. Clapp* (1892, 3 Ch. 382), and *Re Baskerville* (1910, 2 Ch. 329).

**SWINFEN EADY, J.**, after stating the facts, said : The power in the will was an ordinary power to let land, and did not, in my opinion, authorize the letting of mines, but applying the old legal maxim which Lord Lindley applied in a similar case, I am of opinion that the lease is a good and valid lease nevertheless, because it takes effect under the Settled Land Acts. With regard to the further point as to how the rent is to be applied, I am of opinion that the tenant for life is only entitled to one-fourth of the sixth part of the rent arising from such lease, and the remaining three-fourths of such sixth are to be applied as capital moneys arising under the Act. I do not find in the will any contrary intention to take this lease out of the operation of section 11 of the Settled Land Act, 1882.—COUNSEL, Tomlin; Crossman; Northcote; John Henderson; Noad. SOLICITORS, Seymour, Williams, & Co. for Lawrence & Co., Bristol; Guscott, Wadham, & Co., for W. E. Lawrence & Harvey, Bristol; Robins, Hay, Waters, & Hay, for Mann, Rodway, & Green, Trowbridge; Rossiter & Odell.

[Reported by L. M. MAY, Barrister-at-Law.]

## High Court—King's Bench Division.

**CLYDESDALE BANK (LIM.) v. SCHRODER.** Bray, J.  
4th Oct.; 10th May.

MONEY PAID UNDER COMPELSION OF LAW—FOREIGN JURISDICTION—PAYMENT UNDER PROTEST—WITHDRAWAL OF PROCEEDINGS—ACTION FOR RECOVERY OF MONEY.

The plaintiffs took possession of a ship lying in Pisagua harbour by virtue of a mortgage which they had on the ship. The defendants, to whom the owners of the ship were indebted, procured the arrest of the ship by means of an order of the Chilean court. In order to release the ship, the plaintiffs paid off the debt owing to the defendants by the shipowners, under protest, and informed the defendants that they reserved to themselves the right to open up the whole question in London. In an action to recover the money so paid,

Held, that the money was paid under compulsion of law, and therefore was not recoverable.

The plaintiffs' claim was for repayment of the sum of £1,753 2s. 9d. as money paid by the defendants for account of the plaintiffs. The plaintiffs had made advances to the owners of the s.s. *Chelmsford* on mortgage. The Franklin National Bank, whose agents the defendants were, had made advances to the owners in exchange for drafts payable after the vessel had gone to Australia and returned to South America. The *Chelmsford* arrived at Pisagua from Sydney on the 18th of June, 1908, when the plaintiffs took possession of the ship as mortgagees. The defendants, on or about the 8th of July, asked the master to accept the drafts, and on his refusal to do so caused the ship to be arrested. On the 11th of July the defendants wrote to the plaintiffs offering to release the vessel on receiving an unconditional guarantee covering the amount of drafts plus interest and expenses, and, after some further correspondence, on the 13th of July the plaintiffs made a payment of the amount demanded under protest, informing the defendants that they reserved to themselves the right to open up the whole question in London. It was contended on behalf of the plaintiffs that under the circumstances of the case the payment could not be said to have been made under compulsion of law, and was therefore recoverable. It was argued on behalf of the defendants that they had given up whatever rights they had under Chilean law in exchange for the money, and the plaintiffs had avoided litigation in Chile.

**BRAY, J.**, in the course of his judgment, said that if there had been no threat of legal proceedings or any actual legal proceedings, the plaintiffs might have recovered the money back if they could have shewn that the defendants were not entitled either to threaten or take such proceedings. There was no doubt that proceedings were taken, and the money was paid in order to avoid them. It was quite clear, however, that in English law, at all events, if proceedings were taken against a person, and that person chose to pay the amount of the claim, he could not recover the money. The defendants could not by payment reserve their rights to test the matter later. It seemed to him that there was no difference in principle between proceedings in a foreign court and an English court. He had no right to assume that such proceedings would not be properly conducted, and lead to an improper result. The principle, as a principle, was the same. It was suggested that the plaintiffs could not have been parties to the proceedings, and therefore could not have contested the matter in Chile, but there was no evidence of that, and he could not assume that the Chilean courts were so unjust that when they made an order

in favour of one party, they would not allow the other party to appear. He could not believe that a vessel would be detained without any ground for such detention. The plaintiffs should have got permission to fight the question, but having paid under compulsion of law they could not recover, and the action would be dismissed with costs.—COUNSEL, *Baillanche*, K.C., and *Raeburn*; *Bateson*, K.C., and *Leck*. SOLICITORS, *William A. Crump & Son*; *Stibbard, Gibson & Co.*

Reported by LEONARD G. THOMAS, Barrister-at-Law.

## Solicitors' Cases.

NEWSON v. THE LAW SOCIETY. Coleridge, J., 6th May.

**SOLICITOR—GRANT OF ANNUAL CERTIFICATE—DISCRETION—MALICE—CAUSE FOR REFUSAL—NON-PAYMENT OF COSTS OF LITIGATION TO LAW SOCIETY—SOLICITORS ACT, 1888 (51 & 52 VICT., C. 65), S. 16—SOLICITORS ACT 1899 (62 VICT., C. 4), S. 2**

In order to entitle a solicitor to maintain an action against the Law Society for damages for refusing to grant him an annual certificate at the expiration of a period of suspension from practice ordered by the court, it is not sufficient to shew that they have exercised their discretion wrongly, but it must also be shewn that they were actuated by malice in so refusing the certificate.

Action by Henry Richard Newson, a solicitor, against the Law Society for damages for refusing to grant him a certificate under section 16 of the Solicitors Act, 1888, and section 2 of the Solicitors Act, 1899. In July, 1908, the Divisional Court, after reading a report submitted to them by Master Mellor, made an order, on the motion of defendants, the Law Society, that the plaintiff's name should be struck off the roll of solicitors at the expiration of three months from the date of the order, and further made an order that he and another solicitor concerned in the same transaction should pay the taxed costs of the inquiry and of the hearing. The plaintiff appealed from the order striking him off the roll to the Court of Appeal, which reduced the penalty to one of suspension for two years from the date of their judgment, but did not interfere with the order as to costs. These costs were taxed at £220 4s. 4d., and had not at the time of the bringing of the action been paid by the plaintiff. The period of suspension expired in February, 1911, and the plaintiff, on the 23rd of March, 1911, acting under section 16 of the Solicitors Act, 1888, and section 2 of the Solicitors Act, 1899, lodged with the defendants the usual declaration on an application for the grant of a certificate, that he had performed all the necessary conditions precedent. The defendants wrote to him refusing to consider his application for renewal until he had paid the costs, which they alleged were due to them from him. The plaintiff thereupon, under section 16 of the Solicitors Act, 1888, appealed against the refusal to grant the certificate to the Master of the Rolls, who held that the Law Society would have no right to withhold the certificate on the ground only that he had not paid their costs. The plaintiff then brought this action. It was contended by the plaintiff, who appeared in person, that the defendants, in refusing to renew the certificate, had not acted judicially as they were bound to do, but were actuated by malice and vindictiveness. They did not exercise any discretion at all. They had a discretion, but it was not unlimited : *Re A Solicitor* (1902, 1 K. B. 128).

COLERIDGE, J., said that it was not sufficient for the plaintiff to shew that the Law Society had wrongly exercised their discretion, which in face of the decision of the Master of the Rolls it might be that they had; but he must shew that they had acted maliciously. He was entitled to adduce evidence to shew malice.

The plaintiff then dealt with the subject matter of the charge against him, and addressed the jury. Counsel for the defendants having submitted that no evidence of malice had been given, judgment was entered for the defendants—COUNSEL, Sankey, K.C., and Tyrrell T. Paine; the plaintiff in person. SOLICITORS, C. O. Humphreys & Son.

[Reported by C. Q. MORAN, Barrister-at-Law.]

*Re H., AND RE THE SOLICITORS ACT, 1843.* Joyce, J. 9th May.

**SOLICITOR—BILL OF COSTS—APPLICATION TO TAX AFTER PAYMENT—  
SPECIAL CIRCUMSTANCES—SOLICITORS ACT, 1843 (6 & 7 VICT., c. 73),  
SECTION 30 A1.**

The fact that a solicitor's bill of costs contains charges open to criticism amounts to "special circumstances" within the meaning of section 41 of the Solicitors Act, 1843, so as to entitle an interested party to an order for taxation after payment of the bill.

This was an application by a beneficiary under a will for an order, under section 39 of the Solicitors Act, 1843, to tax a bill of costs delivered by the solicitors employed by the executor in the administration of the estate of the deceased, to the executor, and paid by him. The grounds on which the application was made were that the bill of costs as delivered contained certain charges alleged to be improper and excessive, and in particular a charge of a certain sum as negotiation fee in respect of a sale of a portion of the deceased's estate, which sale was in fact made to a member of the same firm of solicitors who were acting for the executor and negotiating the sale. The application was opposed on the ground that, by virtue of the provisions of section 41 of the Act, a bill of costs could only be ordered to be taxed after payment under special circumstances; that in this case no special circumstances were existing, the fact, if true, as was not admitted, that the bill contained excessive or improper charges

not amounting to "special circumstances" within the Act, where the amounts in question were trifling: *Re Lacey & Son* (25 Ch. D. 301), *Re Norman* (16 Q. B. D. 673) and *Re Willhorne* (1901, 1 Ch. Cl. 312).

*Re Norman* [19 Q. B. D. 675], and *Re Newburne* [1901, 1 Ch. 312].  
JOYCE, J., in giving judgment, said : The bill of costs was delivered some time, I think, in December, and paid about that time, and this summons was taken out in February, so that there has been no delay in this application. It is said that, by reason of section 41 of the Solicitors Act, there must be special circumstances in the case to entitle the applicant to get an order for taxation after the bill of costs has been paid, as it has in this case. As to the "special circumstances," it appears to me that in this till there are charges that require examination and are open to criticism, so it is not surprising that the applicant required information. It appears to me to come within the "special circumstances" required. There is one charge in particular for a fee for negotiating a sale by the firm representing the executor to one of themselves. It is argued that that is not improper, and that even if there had only been one individual concerned, and no firm, and the sale had been to himself, a fee could have been charged. I am of opinion that that charge cannot be supported. There must be an order for the taxation of the bill.—COUNSEL, Hon. M. Macnaghten; W. A. Greene. SOLICITORS, James, Mellor, & Coleman, for James Barnard, Dartmouth : *Paisie & Cross*.

[Reported by H. C. CARRINGTON, Barrister-at-Law.]

*Re HURST & MIDDLETON (LIM.).* Eve, J. 8th May.

SOLICITOR—UNQUALIFIED PERSON ACTING AS SOLICITOR—SUMMARY JURISDICTION OF THE COURT—PERSON ASSUMING PRIVILEGES OF A SOLICITOR.

*The summary jurisdiction of the court over solicitors as officers of the court extends to unqualified persons who assume the privileges of a solicitor and carry on legal proceedings as an officer of the court.*

Be Hulm and Lewis (1892, 2 Q. B. 261) followed.

This was a motion that the respondent, T. W. J., who was no party to the action, should within seven days lodge in court the sum of £680. This was a debenture holders' action in which an order had been made for the sale of the assets of the company, and it was ordered that the plaintiff should lodge in court the purchase money. No part of this sum had been paid into court as directed by the order, but the respondent admitted that he had received £680 with knowledge that it was part of the purchase money and with notice of the order under which it ought to have been paid into court. The respondent raised a preliminary objection that the court had no jurisdiction to make an order against him in a summary manner on motion in the action.

EVE, J.—This is a debenture holders' action in which the company has not entered an appearance. The plaintiff in the original action, the holder of rather over two-thirds of the debenture issue, was appointed receiver of the company's undertaking and property charged by the debentures, and in May, 1910, the usual judgment was pronounced. By an order of the 15th November, 1910, a conditional contract entered into by the plaintiff and receiver for the sale of the undertaking and assets for the sum of £900 was ordered to be carried into effect, and it was further ordered that the plaintiff should lodge in court the purchase money. The contract was duly carried out, and after making certain payments thereout, the net sum of £724 was received by E., the solicitor acting for the plaintiff and receiver, as purchase money. No part of this sum was paid into court as directed by the order. After its receipt the plaintiff left this country for Canada, but before doing so assigned his interest to the present plaintiff, by whom the subsequent proceedings have been carried on. The assignment contained a recital that the purchase money had been paid into court, but when the true state of things was ascertained by the new plaintiff, a motion was launched and an order made that E. should, within seven days, lodge the £724 in court. Nothing has been recovered under that order, and the present application is a motion by the plaintiff that the respondent T. W. J., who is not a party to the action, shall within seven days lodge in court £680, part of the £724, admitted to have been received by him with knowledge that it was part of the purchase money and with notice of the order under which it ought to have been paid into court. The respondent raised the preliminary objection that the court had no jurisdiction to make an order against him in a summary manner on motion in the action and insisted that the application ought to be dismissed. This attitude of the respondent makes it necessary to consider the circumstances under which the £680 came to his hands. He was for many years a

solicitor's clerk, and since 1891 has carried on the business of a debt collector. He became acquainted with E. in February, 1905, and the two have been closely associated ever since, sharing the same office and participating in the profits of any legal business transacted in the name of C. E. and Co. All out-of-pocket expenses were provided by the respondent and any loss was borne by him. Practically all the business transacted was introduced by the respondent. E. paid the respondent £1 a week for the use of the office and furniture. He had no banking account, no safe, no furniture, and practically no clients of his own. All payments and receipts passed through a banking account in the name of the respondent, upon which E. had no authority to draw. Among the business introduced by the respondent was the litigation in this action, in the conduct of which the respondent took an active part. He said he was not present at the completion of the purchase, but the bulk, if not whole, of the purchase money was handed to him, and of the bank-notes paid by the purchaser, notes to the value of £650 were paid by the respondent into his own account. These being the circumstances

stances, does the fact that the respondent was not a solicitor preclude the court from considering this application on its merits? On behalf of the respondent it was argued that he did not gain possession of the money by any false representation that he was a solicitor made either to the purchaser or the late plaintiff, and further that, in view of the respondent's statement that the £680 was paid to his account and not into court with the assent of the late plaintiff, and in the absence of any evidence to the contrary the court could not infer that the late plaintiff really believed that the money had been paid into court when he executed the assignment. Finally, it was said that, however reprehensible from a professional point of view might have been the arrangements between the respondent and E., there was nothing in them to give the court jurisdiction to deal summarily with the respondent. It was submitted, therefore, that on those grounds the decision in *Re Hulme and Lewis (supra)*, upon which the plaintiff mainly relied, had no application to the facts of the present case. The facts of that case were quite different from those of the present case, and there was there present the circumstance that the matter had been allowed to proceed up to the very last stage without any question of jurisdiction being raised. But the application with which the court had to deal was a serious one, involving the liberty of the subject, and, however equivocal or wrong the conduct of the respondent might have been in not disclosing the true facts and raising the question of jurisdiction in the earlier stages of the proceedings, I cannot think that the court, when at last its jurisdiction was challenged, treated the matter as concluded by the conduct of the respondent on the earlier applications. The court either had or had not jurisdiction to deal with him, and that question could not be determined by his conduct in the very proceedings as to which the question was raised. The importance of the decision lies in this, that the court held the summary jurisdiction to be applicable to the case of an unqualified person who had purported to act as though he were a solicitor, and that I think is the true principle underlying the decision and the judgments, more particularly that of Mr. Justice Collins. Here I have no doubt that the respondent, in the course of this action, had on his own admissions "assumed the privileges of a solicitor and carried on legal proceedings as an officer of the court," and, although it might well be that he did not in fact possess himself of this money in that capacity, he had by his conduct rendered himself amenable to the summary jurisdiction, and accordingly I overrule the preliminary objection and will hear the motion on its merits.—COUNSEL, Alfred Adams; C. J. Mathew. SOLICITORS, Jaques & Co. for Turnbull & Sons, Scarborough; George Jolly.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**Re PORTER, AMPHLETT, & JONES.** Swinfin Eady, J. 2nd May.  
SOLICITOR—COSTS—TAXATION BETWEEN SOLICITOR AND CLIENT—COMMON ORDER—LOCAL AUTHORITY—DISBURSEMENTS MADE ON SPECIAL INSTRUCTIONS—NO QUESTION OF QUANTUM—PROPRIETY OF EXPENDITURE QUA RATEPAYERS—PROVINCE OF TAXING MASTER—SOLICITORS ACT, 1843 (6 & 7 VICT., c. 73), s. 37—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT., c. 55), SECTIONS 247 AND 249.

A solicitor acting for a public body is entitled to have his bill taxed in the ordinary way as between solicitor and client, and the taxing master has no power to tax it on the footing of preventing the waste of rates in useless expenditure.

This was a summons to review a taxation of costs. In 1910 Jones brought an action against the Llanrwst Urban Council, and Messrs. Porter, Amphlett, & Jones were employed to conduct the defence. On the 6th of December, 1910, judgment was given for the plaintiff with costs: see *Jones v. Llanrwst Urban Council* (1911, 1 Ch. 393). The plaintiff's costs were taxed at £1,916, and were duly paid by the council. The solicitors then delivered their own bill of fees and disbursements to the council, and the council obtained the common order to tax the bill under the Solicitors Act, 1843, s. 37. The taxing master disallowed disbursements amounting to £130 for shorthand writer's charges for transcript of counsel's speeches, and printer's charges for ten further prints of evidence and judgment, and for composing and printing twenty-five copies of counsels' speeches. The solicitors carried in objections to the effect that the council gave them special instructions to have extra copies of the evidence printed, and to have the speeches of counsel transcribed and printed, and to have the whole bound up with prints of the judgment, so that the council might have a complete record of the trial, and the solicitors submitted that as the work was done on these special instructions, and the usual fees were charged, the items should be allowed on a taxation between the council and the solicitors. They also stated that the council admitted these instructions, and did not contest their liability to pay the proper fees and charges. The taxing master overruled these objections. He said that they raised a question seriously affecting the efficiency of the taxing office in dealing with the taxation of costs of solicitors acting for local authorities with a view to the payment of those costs out of public money. The taxation was necessary to meet the requirements of the Local Government Board. The solicitors' contention that the special instructions entitled them to charge the items would, if accepted, render taxation of such costs valueless on the very subject where its importance was greatest. In the present case, after an expensive and unsuccessful litigation on a subject involving no question of law, principle, or public interest, the council resolved that prints of speeches, evidence, and judgment should be obtained and supplied to each member. The solicitors were instructed to carry

out this resolution, and the expenses were charged in their bill. The taxing master disallowed them on the ground that he considered the expenditure absolutely unnecessary, if not absolutely useless, and one that he did not think would have been incurred but for the fact that it would not fall on the individual members of the council. On behalf of the taxing master, the case of *Re Frank James & Sons* (1903, W. N. 99) was cited. The solicitors took out this summons to review the taxation, the council admitting the instructions, and not disputing the reasonableness of the charges or their liability to pay them.

SWINFIN EADY, J., after stating the facts, said: In this case the accounts are subject to audit under section 247 of the Public Health Act, 1875, the ratepayers having the right to be present and raise objections under sub-section 6 of that Act, and the auditor being bound to disallow and surcharge illegal payments under sub-section 7 thereof. An allowance of any sum on a taxation by the Clerk of the Peace or his deputy under section 249 is *prima facie* evidence of the reasonableness of the amount, but not of the legality of the charge. In the present case the reasonableness of the amount charged is admitted, and no question of *quantum* is raised, and the taxing master, in taxing the costs as between solicitor and client, is not entitled on the grounds set out in his answer to disallow items incurred on the client's express instructions, and for which the charges are admittedly reasonable. The taxing master has taxed this bill on the footing of preventing the waste of rates in useless expenditure. The liability of the Council to their solicitors is, however, entirely a different matter, and the bill ought to have been taxed in the ordinary way as between solicitor and client. The principle in the case of *Southampton Guardians v. Bell and Tayler* (1888, 21 Q. B. D. 297 and 300), which is a decision on the corresponding sections of the Poor Law Amendment Act, 1844 (7 & 8 Vict. c. 101), is applicable here. The case of *Re Frank James & Sons (ubi supra)*, which was commented upon by Farwell, J., in *Re Evans* (1905, 1 Ch. 290 and 295), was quite a different case. That was a mere question of *quantum*. In that case a district council attempted by an *ex post facto* resolution to prevent a taxing master from disallowing an *ad valorem* fee to a valuer, which was a fee calculated on a wrong basis, and the question was accordingly merely a question of *quantum*—a question within the taxing master's jurisdiction, and it was accordingly then held that the taxing master was not affected by the subsequent resolution, and was only bound to allow a reasonable fee. The present case is quite different, and the application succeeds. The case must be referred back to the taxing master to review his taxation and allow these items.—COUNSEL—Tomlin and Andrews, Uthwolt. SOLICITORS, Sharpe, Pritchard, & Co., for Porter, Amphlett, & Jones, Llanrwst.

[Reported by L. M. MAY, Barrister-at-Law.]

\*\* At page 502 for *Mentors (Limited) v. White*, read *Mentors (Limited) v. Evans*. Mr. W. M. Pyke acted in that case as solicitor for Mentors (Limited), and not as agent, as stated in the report.

## New Orders, &c.

### Order as to Circuits.

At the Court at Buckingham Palace, the 14th day of May, 1912, Present, the King's Most Excellent Majesty in Council.

Whereas by an Order in Council bearing date the 5th day of July, 1911, certain arrangements as regards the Circuits of the Judges were approved:

And whereas it is expedient that the said Order be amended on account of certain alterations which have been made in the arrangements for the transaction of Civil business in the county of Lancashire:

Now, therefore, His Majesty in Council is pleased to order, and it is hereby ordered as follows:—

The Commission days for the several places on the respective Circuits other than the Northern for the Assizes to be hereafter holden, shall, as far as may be practicable and the business to be done may allow, be fixed by the Judges in manner heretofore accustomed in accordance with the scheme set out in Schedule I hereto. The Commission days for the Assizes to be holden on the Northern Circuit and the Sittings for the transaction of Civil business at Liverpool and Manchester shall be fixed in manner heretofore accustomed in accordance with the scheme set out in Schedule II. hereto. In fixing such Commission days—

(a) The order of towns may be changed on any Circuit when it is desirable to prevent the Assizes at any town being holden contemporaneously with special local events or for any other special reason, and

(b) The dates of the Commission days named in the Schedule for any town may be altered so as to provide for anticipated business, or the anticipated absence of business, but no alteration of the dates of such Commission days which will diminish the number of Judges in town at any period of the Sittings shall be made without the consent of the Lord Chief Justice of England.

(c) It shall be lawful for the Lord Chief Justice from time to time, with the sanction of the Lord Chancellor, to direct that Civil as well as Criminal business shall be taken at any Assize town on the Autumn Circuit in addition to those at which it is provided by the Schedule to this Order that Civil as well as Criminal business shall be taken.

The Schedules to this Order shall be substituted for the Schedule to the

Order in Council relating to Circuits dated the 5th of July, 1911, and the said Order in Council shall take effect subject to the substitution made by this Order, and any copy therof hereafter printed may be printed with the substitution made by this Order.

ALMERIC FITZROY.

NOTE.—Where Sunday falls on a date different from that which is noted in the Schedule, Commission days will have to be altered accordingly.

SCHEDULE No. 1.

EASTER CIRCUIT.

|         |                            |
|---------|----------------------------|
| —       | North Eastern.             |
| May 2nd | Leeds, Civil and Criminal. |

SUMMER CIRCUIT.

(Civil and Criminal.)

SOUTH EASTERN.—Huntingdon, May 20; Cambridge, May 23; Bury St. Edmunds, May 27; Norwich, May 31; Chelmsford, June 7; Hertford, June 15; Maidstone, June 19; Guildford, June 27; Lewes, July 4.

MIDLAND.—Aylesbury, May 28; Bedford, May 31; Northampton, June 4; Leicester, June 7; Oakham, June 14; Lincoln, June 15; Derby, June 21; Nottingham (1), June 29; Warwick, July 5; Birmingham (2), July 10.

OXFORD.—Reading, May 28; Oxford, June 1; Worcester, June 5; Gloucester, June 11; Monmouth, June 18; Hereford, June 22; Shrewsbury, June 26; Stafford (2), July 2; Birmingham (2), July 10.

WESTERN.—Salisbury, May 20; Dorchester, May 27; Wells, May 30; Bodmin, June 4; Exeter (2), June 10; Winchester (2), June 15; Bristol (2), June 22.

NORTH EASTERN.—Durham (2), May 26; Newcastle (2), July 2; York (2), July 9; Leeds (2), July 12.

NORTH WALES.—Newtown, May 24; Dolgelly, May 27; Carnarvon, May 29; Beaumaris, June 3; Ruthin, June 4; Mold, June 7; Chester (2), July 9; Swansea (2), July 16.

SOUTHERN WALES.—Haverfordwest, May 24; Lampeter, May 27; Carmarthen, May 29; Brecon, June 4; Presteign, June 6.

AUTUMN CIRCUIT

(Criminal only unless otherwise stated, or directed under Clause (c) hereof).

SOUTH EASTERN.—Cambridge, Oct. 12; Norwich, Oct. 16; Bury or Ipswich (Civil and Criminal), Oct. 23; Chelmsford, Oct. 29; Returns Nov. 2; Hertford, Nov. 19; Maidstone, Nov. 22; Guildford, Nov. 30; Lewes (Civil and Criminal), Dec. 6; Ends Dec. 17.

MIDLAND.—Aylesbury, Oct. 12; Bed ord, Oct. 15; Northampton, Oct. 17; Leicester, Oct. 21; Lincoln, Oct. 25; Derby, Oct. 29; Nottingham, Nov. 1; Warwick, Nov. 6; Birmingham (2) (Civil and Criminal), Nov. 30.

OXFORD.—Reading, Oct. 12; Oxford, Oct. 17; Worcester, Oct. 21; Gloucester, Oct. 23; Monmouth, Oct. 30; Shrewsbury, Nov. 6; Stafford, Nov. 9; Birmingham (2) (Civil and Criminal), Nov. 30.

NORTH EASTERN.—Newcastle (Civil and Criminal), Nov. 2; Durham, Nov. 8; York, Nov. 14; Leeds (2) (Civil and Criminal), Nov. 19.

WESTERN.—Salisbury or Devizes, Oct. 12; Dorchester, Oct. 16; Wells or Taunton, Oct. 19; Bodmin, Oct. 24; Exeter (Civil and Criminal), Oct. 28; Winchester, Nov. 5; Bristol (2) (Civil and Criminal), Nov. 13.

NORTH AND SOUTH WALES.—Carnarvon, Oct. 12; Ruthin, Oct. 16; Chester (Civil and Criminal), Oct. 19; Carmarthen, Oct. 26; Brecon, Oct. 30; Cardiff or Swansea (2) (Civil and Criminal), Nov. 1.

WINTER CIRCUIT.

(Civil and Criminal.)

SOUTH EASTERN.—Huntingdon, Jan. 11; Cambridge, Jan. 15; Ipswich, Jan. 20; Norwich, Jan. 27; Chelmsford, Feb. 3; Hertford, Feb. 11; Maidstone, Feb. 15; Guildford, Feb. 22; Lewes, Feb. 27; Ends Mar. 12.

MIDLAND.—Aylesbury, Jan. 11; Bedford, Jan. 15; Northampton, Jan. 17; Leicester, Jan. 25; Oakham, Jan. 29; Lincoln, Jan. 30; Derby, Feb. 5; Nottingham, Feb. 13; Warwick (1), Mar. 8; Birmingham (2), Mar. 13.

OXFORD.—Reading, Jan. 11; Oxford, Jan. 16; Worcester, Jan. 20; Gloucester, Jan. 25; Monmouth, Feb. 1; Hereford, Feb. 6; Shrewsbury, Feb. 10; Stafford (2), Feb. 15; Birmingham (2), Mar. 18.

WESTERN.—D-vizors, Jan. 11; Dolgelly, Jan. 15; Carnarvon, Jan. 17; Bodmin, Jan. 24; Exeter (2), Jan. 30; Winchester (2), Feb. 5; Bristol (2), Feb. 12.

NORTH EASTERN.—Newcastle (2), Feb. 20; Durham (2), Feb. 27; York (2), Mar. 6; Leeds (2), Mar. 10.

NORTH WALES.—Wrexham, Jan. 11; Dolgelly, Jan. 15; Carnarvon, Jan. 17; Beaumaris, Jan. 22; Ruthin, Jan. 25; Mold, Jan. 28; Chester (2), Feb. 25; Cardiff (2), Mar. 4.

SOUTHERN WALES.—Haverfordwest, Jan. 11; Lampeter, Jan. 15; Carmarthen, Jan. 17; Brecon, Jan. 22; Presteign, Jan. 24; Chester (2), Feb. 25; Cardiff (2), Mar. 4.

SCHEDULE NO. 2.

NORTHERN CIRCUIT.

CIVIL BUSINESS.

The Sittings on the Northern Circuit for Civil business at Liverpool and Manchester shall be as follows:—

*Michaelmas Sittings.*

Business shall commence at Liverpool on the third Tuesday in Michaelmas Sittings.

Business shall commence at Manchester on the sixth Tuesday in Michaelmas Sittings.

*Hilary Sittings.*

Business shall commence at Liverpool on the third Tuesday in Hilary Sittings.

Business shall commence at Manchester on the sixth Tuesday in Hilary Sittings.

*Easter Sittings.*

Business shall commence at Liverpool on the first Tuesday in Easter Sittings.

Business shall commence at Manchester on the fourth Tuesday in Easter Sittings.

*Trinity Sittings.*

Business shall commence at Liverpool on June 11th or on the first Monday after the Whitsun Bank Holiday, whichever shall be later.

Business shall commence at Manchester three weeks after the commencement of business at Liverpool.

If the day for commencement of business at Liverpool or Manchester falls on a Sunday business shall commence on the day following.

*All the Sittings.*

The business at Liverpool shall extend to the day preceding the commencement of business at Manchester, if necessary for the trial of all causes entered three days before the commencement of business at Liverpool, and such further causes as may be subsequently entered for trial at these Sittings with the leave of the Judge. Such leave shall be given liberally in all proper cases.

The business at Manchester shall extend until all causes entered three days before the commencement of business, and all causes subsequently entered for trial at those Sittings with the leave of the Judge shall have been tried. Leave to enter subsequently shall be given liberally in all proper cases.

There shall be no resumed Sittings at Liverpool or Manchester unless the Judge shall so direct.

Civil business will be taken as hitherto on the Winter and Summer Circuits at Appleby, Carlisle and Lancaster, but not on the Autumn Circuit at Carlisle and Lancaster unless directed under clause (c) of this Order.

*CRIMINAL BUSINESS.*

*Assizes.*

Criminal business will be taken at Appleby on the Winter and Summer Circuit at Carlisle and Lancaster on the Winter, Summer and Autumn Circuits and at Liverpool and Manchester on each of the four Circuits.

At each assizes the Commission day for Liverpool and Manchester respectively shall be the day preceding the commencement of the business unless such day falls on a Sunday, in which case the Commission day shall be on the Saturday preceding.

On the Winter and Summer Circuits the Commission day for Appleby shall be 12 days, the Commission day for Carlisle shall be 10 days, and the Commission day for Lancaster shall be six days before the Commission day for Liverpool. On the Autumn Circuit the Commission day for Carlisle shall be nine days and the Commission day for Lancaster shall not be four days before the Commission day for Liverpool.

The Judges shall not, unless it is unavoidable, sit at either Liverpool or Manchester while Assizes are being held at Appleby, Carlisle, or Lancaster.

The Judge holding a Criminal Assize at Liverpool and Manchester shall, when not required for Criminal business, assist as heretofore in the trial of Civil Actions whenever the Sittings for Civil business are being held during the time the Judge taking Criminal business is at Liverpool or Manchester.

## Societies.

### The Berks, Bucks, and Oxfordshire Incorporated Law Society.

The annual general meeting of this society was held on the 8th inst. Present : Mr. E. P. Crowdy, president; Mr. B. L. Reynolds, vice-president; and Messrs. W. C. Blandy, Joseph Bliss, S. Brain, A. J. Clarke, Frederick W. Martin, L. R. Nash, Robert S. Payne, E. L. Reynolds, and H. C. Dryland, secretary.

The minutes of the last meeting having been confirmed and signed by the president, the treasurer's statement of the accounts of the society (which shewed a balance in hand of £83 15s. 7d. cash and £303 17s. 1d. India 3 per cent. stock) was approved. The annual report of the society was then approved and adopted, and it was next moved by the secretary (in accordance with notice), seconded by Mr. A. J. Clarke, and unanimously resolved, "that a donation of ten guineas be made to the Solicitors' Benevolent Association out of the funds of this society in the name of Mr. E. P. Crowdy, the president of the society."

It was next proposed by Mr. A. J. Clarke, seconded by the president, and resolved, that Mr. B. L. Reynolds, of High Wycombe, Bucks, be elected president for the ensuing year. Mr. B. E. Tyrwhitt, of Oxford, was then elected vice-president, on the proposition of the president, seconded by Mr. Sydney Brain. Mr. H. C. Dryland was again elected secretary, on the motion of the president, seconded by Mr. J. Bliss, and it was resolved that for this year the offices of secretary and treasurer should again be combined. Messrs. E. P. Crowdy, W. C. Blandy, J. Bliss, S. Brain, A. J. Clarke, C. G. Field, F. Q. Louche, F. E. Marshall, and J. W. Martin were, on the proposition of Mr. F. W. Martin, seconded by Mr. E. L. Reynolds, duly elected as members of the committee, the secretary being instructed to approach Mr. H. R. Blaker, of Henley-on-Thames, with a view to obtaining his consent to serve upon the committee next year in the event of his being elected to that office.

It was next proposed by Mr. A. J. Clarke, seconded by Mr. J. Bliss, and resolved *nem. con.*, that, "subject to the power reserved to the president, vice-president, and secretary by Article 18 of the society's Articles of Association, and to any alteration which the committees may consider it desirable to make after taking the views of the Oxfordshire members of the society at a meeting of such members, to be summoned

by the secretary, and held at Oxford, the next annual general meeting of this society be held in London on the first Wednesday in May, 1913." The secretary was also instructed to bring to the notice of the Oxfordshire members, at the meeting to be held at Oxford, the difficulty of communication at a late hour between Oxford and High Wycombe, and to suggest for the consideration of the meeting the desirability or otherwise, if it was felt that the next annual general meeting should be held at Oxford, of fixing the hour for such meeting in the morning, and of arranging that the meeting should be followed by a lunch in place of the usual dinner.

The secretary having reported that there would be a vacancy in the representation of the Midland District upon the Council of the Law Society by reason of its being the turn of Mr. A. H. Coley, of Birmingham, to retire, and that Mr. Coley was eligible for and was seeking re-election, it was proposed by Mr. A. J. Clarke, seconded by the secretary, and unanimously resolved, "that this society do, in the event of a contest, support the candidature of Mr. A. H. Coley as an ordinary (country) member of the Law Society, to represent the Midland District." In moving the resolution, Mr. A. J. Clarke referred to the excellent services rendered by Mr. Coley upon the Council, and, in seconding, the secretary referred in similar terms to Mr. Coley's services at meetings of the Associated Provincial Law Societies.

The meeting terminated with a vote of thanks (proposed by the secretary and seconded by Mr. Sydney Brain) to the president for his services during the past year, which was carried unanimously. In moving the resolution, the secretary referred to the heavy correspondence which had devolved upon the president; to his unbroken record of attendances at meetings of the committee; and to his numerous attendances at meetings of the Associated Provincial Law Societies. The secretary also testified to the great interest taken by the president in the work of the society, and to his indefatigable services on its behalf.

## Legal News.

### Appointments.

Mr. PERCIVAL CLARKE and Mr. CECIL WHITELEY, Barristers-at-Law, have been appointed Junior Counsel to the Treasury at the Central Criminal Court in the place of Mr. W. H. Leycester, who was recently appointed a Metropolitan Police magistrate.

Mr. F. J. NIGHTINGALE, solicitor, of Reigate, has been appointed coroner for the Reigate Division of the county. Mr. Nightingale has been deputy coroner for many years.

Mr. GUY EDWARD KNIGHTLY BURNE, solicitor, of Diss, has been appointed by the Duke of Norfolk coroner for his liberties in Norfolk and Suffolk jointly with Mr. H. E. Garrod, of Diss.

Mr. GEORGE SPENCER BOWER, K.C., has been elected a bencher of the Inner Temple.

Mr. A. A. TOBIN, K.C., M.P., and Mr. H. T. KEMP, K.C., have been elected Benches of the Middle Temple.

### Changes in Partnerships, &c.

### Dissolutions.

JAMES HERBERT COOPER BARTON, THOMAS HALGHTON TREVOR HICKMAN, and FRANCIS GEDGE PEARSON, solicitors (Barton, Hickman, & Pearson), 3, Dogpole, Shrewsbury. Aug. 11, 1911. So far as the said James Herbert Cooper Barton and Thomas Halghton Trevor Hickman are concerned; the said Francis Gedge Pearson will carry on the said practice at the address aforesaid under the style or firm of Barton, Hickman, & Pearson.

FREDERICK CYRIL BROXHOLM and RAINALD FRANCIS WILLIAMS, solicitors (Broxholm & Williams), Oakley House, Bloomsbury-street, London. May 6.

FREDERIC RICHARD ROBERTS and THOMAS ROBERT DOOTSON, solicitors (Roberts & Dootson), Manchester. May 4. [Gazette, May 10.]

ROBERT PEARCE, HOWARD BRADSHAW, HARRY WOODFIELD CAPPER, and STEPHEN MIALL, solicitors (Baylis, Pearce, & Co.), 116, Fore-street, London. March 31. So far as regards the said Stephen Miall; the remaining partners will continue to practise at 116, Fore-street, under the same style. [Gazette, May 14.]

### General.

Those who may possibly think, says the *Evening Standard*, that the Earl of Halsbury's powerful intellect weakens from his great age (he is in his eighty-seventh year) will be interested to learn that the suggestion has been put forward that for the next few weeks he shall take over Lord Robson's duties as Law Lord. Lord Robson is slowly recovering, but cannot possibly resume his duties for some months. To obviate the necessity of resignation his friends have put forward the suggestion that Lord Halsbury might be willing to come to his rescue. The ex-Lord Chancellor does not often now attend public meetings, but this is because he deems it advisable to avoid unnecessary fatigue and the extremes of heat and cold.

# TRUSTEES FOR SETTLEMENTS, WILLS, and DEBENTURE HOLDERS, APPOINT THE ROYAL EXCHANGE ASSURANCE.

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In a recent case at the Central Criminal Court it was submitted for the defence that there was no case of false pretences to go to the jury. Judge Lumley Smith agreed, and directed the jury to find a verdict of not guilty. The Clerk of the Court (to the jury): Gentlemen, do you find the defendant not guilty? The foreman of the jury: I can't say that we do. Judge Lumley Smith: I regret it as much as you, gentlemen. The jury intimated that they were unable to return the verdict which the judge directed, and they were thereupon discharged from giving a verdict. The case stood over until the next sessions.

Mr. Arnold Herbert writes to the *Times* on the Land Valuation Decisions to suggest that the Treasury might arrange for the periodical publication of a paper giving the results of the cases decided. The cases might be indicated solely by a number: no names need be given; but simply the relevant facts stated—e.g., Case 1 (1912)—A buys a house and land in March, 1909, for £1,000, and sells it in March, 1911, for £1,000. Owing to subsidence, the exterior walls of the house were cracked, and the value of the structure much depreciated; held, that increment duty was [not] payable. Owners could take no exception to such a report, and the needs of the professions concerned would be met.

Mr. E. G. Pretzman writes to the *Times* to announce another important decision given on the 8th inst. by Mr. J. M. Clark, the referee in the Newcastle test case, where increment duty was claimed upon the profit made by Mr. Lumsden, a builder, upon the sale of a shop which he had erected upon land he was developing at Newcastle. "This case," says Mr. Pretzman, "is being fought on Mr. Lumsden's behalf by the Land Union, and the referee has decided that no duty is payable, and has given costs against the Commissioners, who, I understand, propose to carry the case to appeal. I am sure this result will be satisfactory to Mr. Masterman, who has told us our remedy is in the courts of law; but it cannot be equally satisfactory to the officials of the Valuation Department, whose duty it is to administer this impossible Act, and who, through no fault of their own, are placed in the unfortunate position of losing every case they take into court. Nor can it be satisfactory to the country that its money should be wasted in attempting to codify by litigation the farago of absurdities embodied in Part I. of the Finance Act, 1909-10."

At a special meeting of the Corporation of London, held to consider a report of "the Special Committee" on the question of improving the arrangements of the Quarter Sessions business of the County of London by transferring the trials to the Sessions House of the Central Criminal Court, such Special Committee having reported that, viewing the suggestion of amalgamating the administration of criminal justice at the Old Bailey as desirable, if practicable, subject to the preservation of the Corporation's rights and privileges, and approval of the financial arrangements, negotiations as to details should be at once entered into, and that the committee be authorized accordingly. Sir Vezey Strong, chairman of the Special Committee, in moving the adoption of the report, said that the new suggestion was to invite the Corporation of London to accept the whole of the criminal jurisdiction of London and to concentrate it at the Central Criminal Court, the London County Council paying its full share of the expense incurred. The adoption of such a course seemed to extend, rather than curtail, the rights and privileges of the Corporation. The Special Committee thought the proposal desirable, if practicable. The committee were not unanimous. The judges were opposed to it, and the justices of the peace were also adverse. Mr. Brinsley-Harper, as an amendment, proposed that the meeting, having received the opinion of his Majesty's judges, agree with the report of the Departmental Committee that it was not possible to use the buildings of the Central Criminal Court, either by amalgamating the criminal business of the Sessions with that of the Central Criminal Court or by interposing the sittings of the London Sessions between those of the Central Criminal Court. The amendment was carried by ninety-one votes against forty-one, and the report was therefore rejected.

Mr. James Norton Dickons, of Park Drive, Heaton, Bradford, solicitor of Bradford and Halifax, of the firm of Messrs. Dickons and Aked, whose career and characteristics we recently noticed, is stated to have left the residue of his property, which it appears will amount to about £20,000, to the following institutions in equal shares:—The Benevolent Trust Fund for Aged Workpeople of the City of Bradford, founded by Jacob and Florence Moser, the Bradford Infirmary, the Bradford Tradesmen's Home, Lillycroft, Manningham, the Royal Halifax Infirmary, and the Halifax Tradesmen's Benevolent Institution.

Should Lord Robson be compelled through failing health to resign the Law Lordship, to which he succeeded on the resignation of Lord Colline, that office will, says a writer in the *Daily Telegraph*, have had six holders since it came into being. On the death of Sir Barnes Peacock, the last of the paid members of the Judicial Committee, an additional Lordship of Appeal was created, under the provisions of the Appellate Jurisdiction Act, 1876, and conferred upon Sir James Hannen, President of the Probate Division. Lord Hannen resigned in the Long Vacation of 1893, and was succeeded by Lord Bowen, who died on the 10th of April, 1904. Lord Russell of Killowen, who was then appointed, became Lord Chief Justice after holding the position for two months. Lord Davey was a Lord of Appeal from the 15th of August, 1894, to the 20th of February, 1907, when Lord Collins took his place. Three years later Lord Collins resigned, making way for Lord Robson. Something more than three years, therefore, is the average tenure of the Law Lordship in question. Meanwhile, the second "English" Lordship of Appeal has had but one holder—Lord Macnaghten. He was appointed in 1887.

**ROYAL NAVY.**—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application. Publication Department, Gieve, Matthews, & Seagrove, Ltd., 65, South Molton-street, London, W.—[Advt.]

**WHY PAY RENT?**—Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Advt.

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

#### EMERGENCY APPEAL COURT MR. JUSTICE MR. JUSTICE

#### ROTA. NO. 2. JONES. SWINNERS EADY.

| Date.              | MR. JUSTICE    | MR. JUSTICE  | MR. JUSTICE | MR. JUSTICE |
|--------------------|----------------|--------------|-------------|-------------|
|                    | WASHINGTON.    | NASHVILLE.   | PARKER.     | EVS.        |
| Monday May 20      | Mr Goldschmidt | Mr Grosswall | Mr Boror    | Mr Charch   |
| Tuesday ..... 21   | Boror          | Bloxam       | Leach       | Farmer      |
| Wednesday ..... 22 | Leach          | Beal         | Grosswall   | Goldschmidt |
| Thursday ..... 23  | Church         | Boror        | Beal        | Leach       |
| Friday ..... 24    | Synge          | Goldschmidt  | Bloxam      | Boror       |
|                    | Mr. Justice    | Mr. Justice  | Mr. Justice | Mr. Justice |
|                    | WILLIAMS.      | WILLIAMS.    | WILLIAMS.   | WILLIAMS.   |
| Monday May 20      | Mr Leach       | Mr Farmer    | Mr Bloxam   | Mr Beal     |
| Tuesday ..... 21   | Goldschmidt    | Synge        | Beal        | Grosswall   |
| Wednesday ..... 22 | Church         | Bloxam       | Synge       | Boror       |
| Thursday ..... 23  | Grosswall      | Goldschmidt  | Farmer      | Synge       |
| Friday ..... 24    | Beal           | Leach        | Church      | Farmer      |

The Whitsun Vacation will commence on Saturday, the 25th day of May, 1912, and terminate on Tuesday, the 18th day of May, 1912, inclusive.

## The Property Mart.

### Forthcoming Auction Sales.

May 20.—Messrs. TUCKETT & SON, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, May 4).

May 20.—Messrs. JONES, LANG & CO., at the Mart, at 2: Freehold Ground Rent (see advertisement, back page, May 4).

May 21.—Messrs. BODIE, TIMES & CO., at the Mart, at 2: Freehold and Leasehold Properties (no advertisement, page iii, May 11).

May 22.—Messrs. DOUGLAS YOUNG & CO., at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, May 4).

May 23.—Messrs. SIMSON & SONS, at the Mart at 2: Freehold Ground Rents (see advertisement, page iii, this week).

June 11, 13, 15, and July 17.—Messrs. FARREBROTHERS, ELLIS, & CO., at the Mart, at 2: Freehold Properties, Residences, Sporting Estates, Building Land, &c. (see advertisement, back page this week).

June and July.—Messrs. DRIVER, JONES & CO.: Estates, &c. (see advertisement, back page, April 6).

### Result of Sale.

#### REVERSIONS, LIFE POLICIES, &c.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Periodical Sale of these interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold, the total realised being £12,214 17s. 6d.:—

|   |             |         |                 |
|---|-------------|---------|-----------------|
| ABSOLUTS REVERSION to £2,500  | ... ... ... | Sold    | £1,360          |
| POLICIES OF ASSURANCE for £2,500  | ... ... ... | ... ... | £1,300          |
| POLICY OF ASSURANCE for £700  | ... ... ... | ... ... | £50             |
| 175 SHARES of £50 each in the Legal and General Life Assurance Society                  | ... ... ... | ... ... | £3,866 5s.      |
| 75 SHARES of £10 each in Sandown Park, Ltd.   | ... ... ... | ... ... | £913 15s.       |
| 257 SHARES of £5 each in the Herne Bay Gas and Coke Co., Ltd.                           | ... ... ... | ... ... | £1,643 12s. 6d. |
| 60 SHARES of £10 each in Houghton-le-Spring District Gas Co.                            | ... ...     | ... ... | £260            |
| 2370 Original capital stock in City of Ely Gas Co.                                      | ... ...     | ... ... | £570            |
| £700 4 <i>½</i> per cent. DEBENTURE STOCK in the Ascot District Gas and Electricity Co. | ... ...     | ... ... | £700            |
| 100 10 per cent. maximum ORDINARY SHARES  | ... ...     | ... ... | £1,060          |
| 35 7 per cent. SHARES of £10 each in the York Town and Blackwater Gas Co.               | ... ...     | ... ... | £372 5s.        |

  
 BY APPOINTMENT.  
**GENERAL**  
 ACCIDENT FIRE AND LIFE  
 ASSURANCE CORPORATION, LIMITED.  
 ESTABLISHED 1885.  
 Assets Over ... ... ... £2,000,000  
 Claims Paid EXCEED ... ... ... £4,000,000  
 CHIEF OFFICES: General Buildings, Perth.  
 General Buildings, Aldwych, Strand, London, W.C.  
**FIDELITY GUARANTEE INSURANCE.**  
 Bonds accepted by the High Courts for Receivers and Administrators; by Board of Trade for Trustees in Bankruptcy and Liquidators.  
 Bonds also accepted by the Inland Revenue, Excise, Treasury, and other Government Departments.  
**CONTINGENCY RISKS.**  
 Guarantees issued in respect of Lost or Missing Documents, Defective Titles, Missing Beneficiaries, and Issue Risks. F. NORIE-MILLER, J.P., General Manager.

## Winding-up Notices.

*London Gazette*.—FRIDAY, May 10.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

BRITISH ROUMANIAN OIL CO., LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to H. Read Smith, liquidator.

CEYLON-TRAVANCORE RUBBER AND TEA ESTATES, LTD.—Petition for winding up, presented May 8, directed to be heard May 21. Heywood & Ram, the Outer Temple, 222, Strand, solars for the petition. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 20.

F. H. BRACHER, LTD.—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Charles Frederick Lawson, 44, Hamilton sq., Birkenhead, liquidator.

GUILDFORD SYNDICATE LTD.—Petition for winding up, presented May 8, directed to be heard May 21. Nicholson & Co., 24, Coleman st, solars for the petition. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 20.

POLYCOLOR SYNDICATE LTD.—Petition for winding up, presented May 4, directed to be heard May 21. Stevenage House, 40-44, Holborn viaduct, solars for the petition. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 20.

ROUMANIAN CONSOLIDATED OILFIELDS, LTD.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to J. W. Creaser, 48, Cannon st, liquidator.

ROUMANIAN OILFIELDS, LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to H. Read Smith, liquidator.

WHITEHAVEN CAB AND GENERAL POSTING CO., LTD.—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to Wilson Franks, 18, Church st, Whitehaven. Brockbank & Co., Whitehaven, solars for the liquidator.

ZUST MOTORS, LTD.—Petition for winding up, presented May 7, directed to be heard May 21. Morley & Co., 53, Gresham House, Old Broad st, solars for the petition. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 20.

*London Gazette*.—TUESDAY, May 14.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

CHINNERY SIGNS (1908) LTD.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Harry Daking Sheldrake, 12, Duke st, Chelmsford. Wainwright & Co., 9, Staple Inn, solars to the liquidator.

RUMSEY AND BUTTER, LTD.—Creditors are required, on or before June 18, to send their names and addresses, and the particulars of their debts or claims, to Herbert Rumsey, 33, Lebanon pk, Twickenham, liquidator.

WOOD COLE & CO., LTD.—Creditors should forthwith send proof of debt to Charles J. Lockwood, 47, Minories, liquidator.

## Resolutions for Winding-up Voluntarily.

*London Gazette*.—FRIDAY, May 10.

### Donegal Soapstone Syndicate, LTD.

C. H. LOE, LTD.

BERRY CONSTRUCTION CO., LTD. (Amalgamation).

MONTZUIMA SYNDICATE, LTD.

RAYFIELD SYNDICATE, LTD. (Reconstruction).

HINTERLAND EXPLORATION SYNDICATE, LTD.

PAVILION OF FUN, LTD.

GUILDFIELD SYNDICATE, LTD.

ANGLO SIBERIAN CO., LTD.

REFLECTOR SYNDICATE, LTD.

MOSDELA BROS., LTD.

FLOATING DOCK CO. OF ST. THOMAS, LTD.

ST. HELENS STEAMSHIPPING CO., LTD.

SINARO SPRINGS, LTD.

RUMSEY & BUTTER, LTD.

C. O. HOLMES, LTD.

CENTRAL ROUMANIAN PETROLEUM CO., LTD.

BRITISH ROUMANIAN OIL CO., LTD.

ROUMANIAN OILFIELDS, LTD.

MAKERFIELD MILL CO., LTD.

*London Gazette*.—TUESDAY, May 14.

WELBECK SHIPPING CO., LTD.

KIRKALDY AND KEMP, LTD.

ARDUDWY FARMERS, LTD.

L. E. T. CO., LTD.

HARRISON'S LEON, LTD.

S. BOTTON & SON, LTD.

RUSHMORE LAMPS, LTD. (Reconstruction).

KOLAWITCH CO., LTD.

SOUTHSSEA AND SOLENT STEAMBOAT CO, LTD.  
SOUTH EUROPEAN OILFIELDS, LTD.  
FOSOLTEGA RUBBER ESTATES, LTD.  
HANWAY ENGINEERING WORKS, LTD.  
ASHWELLS, LTD.

## Creditors' Notices.

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.  
*London Gazette.*—FRIDAY, May 10.

ASHTON, ELLEN ANN, Kingthorpe rd, Sydenham June 14 Morse, Kingsway  
BATELOR, JONATHAN, Chesham Bois, Bucks, Timber Hauler June 1 Huat & Co,  
Chesham, Bucks  
BATLY, JOHN, Margate June 14 Hills & Shea, Margate  
BELL, MARY LOUISA EKINS, South Marston, Wilts June 23 Kinneir & Co, Swindon  
BELLAMY, ARTHUR, Bootham, Yorks, Italian Cloth Merchant June 29 Holtby &  
Procter, Yorks  
BONE, ELICE, Selborne, Hants June 10 Burley, Petersfield  
BOODLE, LETITIA, Blymire, Salop June 15 Peels & Co, Shrewsbury  
BOOTHROYD, BYRON, Morecambe June 7 Knight, Morecambe  
BOOTHROYD, LYDIA SARAH, Morecambe June 7 Knight, Morecambe  
BRIGHT, WILLIAM LEATHAM, Folkestone June 14 Morse, Kingsway  
BROOM, DAVID, Cheltenham June 10 Rickerby & Co, Cheltenham  
BROWN, ROBERT CHARLES Gordon rd, Kaling June 30 Lambert & Hale, Quesen  
Victoria st  
BURTON, JOHN, Lyndwode, Lincoln, Farmer June 21 Pearson & Rainey, Market Rasen  
BYRNE, ANDREW, Clavering Grange, Essex, Manufacturers' Agent June 10 Keet & Co,  
Carters  
CANNAN, MARY LOUISA, Grasmere, Westmorland June 1 Laycock & Co, Huddersfield  
CARGILL, DONALD STUART, Hindsworth, Staffs, Dentist June 10 Ore, Birmingham  
CAWLEY, HENRY, Stoney Hill, Bonsgrave June 21 Medlock, Knighton, Radar  
CHARLEY, THOMAS, Heavitree, Devon June 10 Friend & Tarb., Exeter  
DARBY, STEPHEN, Cookham Dean, Berks July 1 Rivington & Son, Fenchurch bldgs  
DAVIES, MARY, Flint June 1 Hughes Hughes, Flint  
DONALD, THOMAS WILGRESS SMITH, Dewhurst rd, West Kensington June 8 Doubt &  
Son, Fore st  
DULIBB, ARTHUR DAVID, Bonner in, Bethnal Green, Licensed Victualler June 21 Rut-  
land, Chancery in  
EPPS, LAURENCE GEORGE JOHN, Upper Tulse hill June 15 Ward & Co, Grascechurch at  
FLINT, WILLIAM OLIVER, Walsall May 25 Arnold & Son, Birmingham  
GIBSONS, ANN, Rudgmore rd, New Cross June 3 Foy, Bush in House  
GIBSONS, GEORGE, Harton st, Doptford, Commercial Clerk June 3 Foy, Bush in House  
GOODWIN, JOHN, Wakefield June 15 Brown & C, Waksfield  
GOUGH, JOHN, Margate, Bookmaker June 14 Hills & Shea, Margate  
GRANGER, ALFRED, Margate June 14 Hills & Shea, Margate  
GREENAWAY, SARAH GRACE, Portway, West Ham, Essex June 23 Savery & Stevens  
Fon st, Fenchurch st  
HARRISON, ROSE ANNE, Derby June 10 Gadby & Co, D rby  
HEAP, JOHN, Doncaster, Licensed Victualler June 10 Blackmore, Doncaster  
HILL, WILFRED, Ashton in Makerfield, Lancs, Chemist May 25 Bridge, Wigan  
HODGES, LOUISA, Bath June 14 Lilley, Ldbury  
JACKSON, THOMAS, Lytham, Lancs, Dentist May 15 Garnett, Burnley  
JOHN, ELIZABETH REBECCA, Bournemouth June 15 Lacey & Son, Bournemouth  
JONES, EDWARD LANGFORD, Welshpool, Montgomery, Grocer June 8 Longueville &  
Co, Oswestry  
JUSTICE, CHARLOTTE, Croydon June 7 Rowland & Hutchinson, Croydon  
LAMBERT, JOSEPH, Croydon June 10 Edridge & Newham, Croydon  
LAKE, JAMES MEDLEY, Hale, Chester, Grey Cloth Merchant June 22 Hall & Co,  
Manchester  
LINLEY, ETHEL HAWKES, Davyhulme, nr Northwich, Chester June 24 Hall & Co  
Manchester  
LORD, SAMUEL DARE, Southampton June 24 Waller & Thoraback, Southampton  
LORD, ARTHUR THORNE, Broadstairs, Kent, Baker June 14 Hills & Shea, Margate  
MCLENNAN, LACHLAN, Clunes, Victoria June 20 Sladen & Wing, Queen Anne's gt,  
Westminster  
MARSHALL, GEORGE ALEXANDER, Fulham rd June 20 Oldfields, Walbrook  
MASON, PETER ROBINSON, Willaston, Chester June 6 Tyer & Co, Liverpool  
MASTERMAN, THOMAS HENRY, Middleham, Yorks June 20 Maughan, Middleham  
MILMAN, LIEUT COL EVERARD STEPNEY, R A, Cromwell rd June 8 Rider & Co, New sq.  
Lincoln's Inn  
MINSHULL, LOUISA MARTHA, Colchester May 31 Stanley & Co, Bristol  
PAGE, GEORGE, Southend-on-Sea June 19 Ward & Co, Northampton sq  
PARSONS, MARY JANE, Coventry June 14 Mitchell & Chappell, Birmingham  
PAYNE, JOHN PLUMBE, St Leonard's, Sussex June 1 Arnold, Eastbourne  
PRIEST, CHARLES, Edgbaston, Birr nham July 1 Lane & Co, Birmingham  
RAWLIFFE, ROBERT, Blackpool, Outfitter June 15 Clarke & Son, Preston  
REMER, HERBERT ARTHUR, Onslow gdns, South Kensington June 8 Gedge & Co,  
Norfolk  
SANDERSON, ALEXANDER, Brighton June 10 Fitz-Hugh & Co, Brighton  
SAUNDERS, GEORGE JOSEPH, Dover, Licensed Victualler June 24 Black, Dover  
SHODDER, BARON WILLIAM HENRY VON, Nantwich, Chester May 31 Stibbard & Co,  
Lewisham st  
SHERBORN, WILLIAM, Redfont, Middx June 6 Barber & Son, St Swithin's In

## Bankruptcy Notices.

*London Gazette.*—TUESDAY, May 7.

### RECEIVING ORDERS.

ASHTON, FREDERICK HENRY, Kingston-upon Hull Club  
Steward, Kingston-upon Hull Pet May 2 Ord  
May 2  
BERKEL, MAUDIE MARY, Sherborne, Dorset Yeovil Pet  
April 25 Ord May 2  
BERRY, JOHN HODGSON, Malton, Yorks, Hotel Keeper  
Scarborough Pet May 2 Ord May 2  
BILLINGLEY, RICHARD, Darlaston, Staffs, Tobacco Dealer  
Walsall Pet May 2 Ord May 3  
BLOOM, MAURICE BART, Newcastle, Ophthalmic Optician  
High Court Pet April 1 Ord May 2  
BURSTON, JOHN, Tarporley, Grocer Nantwich Pet May 2  
Ord May 2  
CAINE, THOMAS, Plymouth, Haberdasher Plymouth Pet  
April 18 Ord April 29  
DAVIES, RICHARD, Brynmawr, Brecknock, Confectioner  
Tredegar Pet May 3 Ord May 3  
DOBSON, FLORENCE ELIZABETH, Upton Heath, Chester  
Chester Pet May 4 Ord May 4  
FENWELL, EDWARD FENNER, Whitley, Reading, Farmer  
Reading Pet April 18 Ord May 3  
GRANTHAM, THOMAS, Old Bolingbroke, Lincoln, Farmer  
Boston Pet May 2 Ord May 2

HARTIN, ANN, Worcester, Tobacconist Worcester Pet  
May 2 Ord May 2  
HEARN, FLORENCE, Sketty, nr Swansea, Swansea Pet  
April 1 Ord May 3  
HILL, JOHN C, Archway rd, Holloway, Builder High  
Court Pet Mar 28 Ord May 2  
JONES, HERBERT HARVEY, Salford, Wholesale Baker Sal-  
ford Pet May 3 Ord May 3  
JONES, JOHN, Llanfair, Anglesey, Pig Dealer Bangor  
Pet May 4 Ord May 4  
JONES, WILLIAM, Bagillit, Flint, Licensed Victualler  
Chester Pet May 2 Ord May 3  
MEREDITH, W E, Gwaenacaeurwen, Master Baker Neath  
Pet April 20 Ord May 3  
MOORES, CHARLES, Denton, Lancs, Grocer Ashton under  
Lyne Pet May 3 Ord May 3  
MURGATEYD, FRANK, Grasmere, Westmorland, Hotel  
Keeper Kendal Pet May 3 Ord May 3  
NICHOLLS, JOSEPH HENRY, Lostwithiel, Cornwall Wool  
and Seed Merchant Truro Pet May 4 Ord May 4  
PATTISON, ALBERT EDWARD, Middlesbrough, Hairdresser  
Middlesbrough Pet May 2 Ord May 2  
PARCER, CHARLES, Ashton under Lyne, Physician Ashton  
under Lyne Pet May 3 Ord May 3  
POWELL, FREDERICK AUGUSTUS, Hewitt av, Noel Park,  
Middx, Civil Service Clerk Edmonton Pet April 2  
Ord May 3  
READING, JOSEPH PAUL, Stourbridge, Licensed Victualler  
Stourbridge Pet April 20 Ord April 20

SIBBLEY, GEORGE SQUIRE, Brixton rd June 17 Chadwick, Coleman st  
SMITH, EDWARD, Baldock, Herts June 8 Veasey, Baldock, Herts  
SMITH, HAROLD ROBERT, Chesterford gdns, Hampstead July 1 Fisher & Co, Holborn  
Viaduct  
SONHAMMER, JANE ELIZA, Brighton June 10 Cockburn & Co, Brighton  
STEANGE, EDITH HENRIETTA, Ottery St Mary, Devon June 10 Devonshire & Co,  
Frederick's pl, Old Jewry  
SULLIVAN, JOHN JAMES, Egremont, Wallasey, Cheshire June 22 Snowball & Co, Liver-  
pool  
THOMAS, THOMAS, Llanguaer, Carmarthenshire, Farmer June 8 Evans & Thomas, Llandysul  
South Wales  
THOMAS, WILHELMINA, Price's st, Southwark June 12 Burton & Son, Blackfriars rd  
TRACY, HELEN, Lowestoft June 17 Holt & Taylor, Lowestoft  
VERN, SARAH, Watlington, Oxford June 11 Wilkins & Son, Watlington, Oxon  
WORMALD, JOHN, Fleet Pet June 15 Rider & Co, New sq, Lincoln's Inn  
*London Gazette.*—TUESDAY, May 14.

ANDERSON, ANDREW, Newcastle upon Tyne, Hotel Proprietor June 13 Richardson &  
Elder, Newcastle upon Tyne  
BARNES, ANNA, Church Hill, Winschmore Hill, Middx June 20 Gush & Co, Finsbury  
CHURCH  
BEAUMONT, ALLEN, Royston, nr Barnsley June 13 White, Barnsley  
BEAUMONT, SAMUEL, Meltham, York, Commission Spinner June 10 Baxter, Hudders-  
field  
BICKERTON, ELIZABETH, Harmer Hill, Salop June 9 Rider & Co, New sq, Lincoln's Inn  
BROWN, WILLIAM EDWIN, Edgbaston, Birmingham June 15 Jagger, Birmingham  
BUYERS, JAMES PARK, Leeds, Bank Inspector June 24 Denison, Leeds  
CLEGG, SARAH, Fixby, nr Huddersfield June 20 Hall & Co, Huddersfield  
COOPER, HENRY GRAHAM, Cape Coast Castle, West Africa June 15 Jagger, Birmingham  
COOPER, HARRIET HARTLEY, Harborne, Birmingham June 15 Jagger, Birmingham  
COOPER, JOHN STOKES, Bournemouth June 24 Howes & Co, Northampton  
CRAWFORD, LIONEL EDWARD, Clifton, Bristol June 21 Pearson, Bristol  
DAVIES, AGNES, Anfield, Liverpool June 9 Tyer & G, Liverpool  
DAVIES, GEORGE, Albert rd, Walthamstow May 3 Freeman & Brindley, Lea Bridge rd,  
Leyton  
DESPER, CHARLES, Bris of July 1 Steven, Bristol  
DETCHON, ANN, Newcastle upon Tyne June 15 Richardson & Elder, Newcastle upon  
Tyne  
DICEY, EDWARD, CB, Gray's Inn sq, Barrister at Law June 10 Butcher & Sons,  
Brussels st  
EDGELEY, AGNES BOSS GILBERTSON, Royal cres, Holland Park av June 24 Craig,  
Abingdon st  
ELDRIDGE, MELANCHTHON ZWINGLE, Ryde, I of W, Solicitor June 15 Maskell & Nisbet,  
John st, Bedford rd  
FURLONG, MARIA, Highbury cres, Islington June 12 Woodroffe & Ashby, Great  
Dover st  
HARRIS, ELIZABETH, Netherton, nr Liverpool June 21 McKenna, Liverpool  
HEWORTH, ELIZA, Huddersfield July 1 Sykes, Hud ersfield  
HILT, R, ROBERT ARTHUR, A-ton Manor, Birmingham June 15 Jagger, Birmingham  
HOWARTH, HUGH, Godley, Hyde, Accountant June 1 Knowles & Son, Hyde  
HUSTLER, MARY JANE, Howorth Yorks June 27 Wood, York  
JAGO, ANNIE ELIZABETH COURTS, Mevagissey, Cornwall June 8 Carlyon & Stephens,  
St Austell, Cornwall  
JOHANNSON, PHILLIPA LOUISA, Sandbourne rd, Brockley June 16 Ince & Co, St Benet  
Cumberbatch, Fenwick st  
KEMP, DAVID, Newton Moor, Chester, Innkeeper June 15 Drinkwater, Hyde  
LILLY, DINAH Worcester June 15 Jagger, Birmingham  
LOVEGROVE, PHILIP, Ashcroft, Windsor May 29 Lovegrove & Durant, Windsor  
MCLEAREN, ROBERT DOUGLAS, Taiford rd, Peckham June 14 Bartlett & Gregory, New  
sq, Lincoln's Inn  
MALIN, JANE, Weston Super Mare June 23 Buck & Co, Southport  
MERRICK, FREDERICK SYDNEY, Weston Super Mare, Licensed Victualler June 23 Ford,  
Weston Super Mare  
NEWHAM, EMILY CHARLOTTE, Catford, Kent June 14 Millar & Sons, St Thomas' st,  
London Bridge  
OGLE, WILLIAM MD, Gor on st, Gorden sq June 14 Walton & Co, Leadenhall st  
PHILLIPS, WILLIAM ALFRED, Brambledown mans, Islington, Analytical Chemist June 11  
Jade, Lincoln's Inn fields  
PILLEY, JOHN MILSON, Tealby, Lincoln June 14 Padley, Market Rasen  
POTTER, ELIZABETH, Exmouth June 23 Maraden, King st, Cheadle  
PRESCOTT, STEPHEN, Birmingham June 15 Jagger, Birmingham  
READ, SARAH THERESA, Southend on Sea June 7 Wool & Co, Southend on Sea  
REGNART, SIR HORATIO GREECE, JP, Tottenham Court rd June 30 Bolton & Co, Temple  
gates  
RODGES, WILLIAM, Padiessy, Yorks Aug 1 A E & H Carr, Leeds  
RYDER, CHARLES EDWIN IRBISON, Ratnagh, Ratnagh June 10 Smith & Co, John st, Bed-  
ford rd  
SHERIFF, ANNIE, Ardwick, Manchester June 15 Watts, Manchester  
SHIRLEY, A NA MARIA, Rotherham, Yorks May 29 Ashton & Denton, Sheffield  
SMITH, ANNE MARIA, Skipton, Yorks June 8 Charlesworth & Wood, Skipton  
SNODGE, WILLIAM, Bl onavon, Mon July 31 Evans, Newport, Mon  
STIBBLED, DANIEL CHARLES, Grosvenor sq June 8 Tatham & Lousada, Old Broad st  
THOMAS, ELIZA ANN, Halifax June 14 Barstow & Midgley, Halifax  
WATSON, ASA, Driffield, Yorks Grocer May 24 Schofield & Co, Leeds  
WATSON, CHARLOTTE ANN, Hastings June 21 Neal, Arthur st  
WELLS, ERNEST, Goldier's Green June 10 R F & C Smith, Lincoln's Inn fields  
WOOD, THOMAS, Rednal, Worcester June 15 Jagger, Birmingham  
WOOD, THOMAS DAYNES, Blackheath June 11 E & Mote, South sq, Gray's inn  
YORK, LEVI, Wolverhampton June 10 Brewer & Co, Wolverhampton

ROBSON, ARCHIBALD, Southfleet, Kent, Builder Rochester  
Pet May 2 Ord May 2  
SILL, MILES, Kendal, Fruiterer Kendal Pet May 2  
Ord May 2  
STYLES, WILLIAM, Leicester, Assistant Superintendent  
Leicester Pet May 2 Ord May 2  
THOMAS, JOHN WALTER, Lampeter, Grocer Carmathen  
Pet May 3 Ord May 3  
TURNER, WILLIAM, Nottingham, Grocer Nottingham  
Pet April 23 Ord May 3  
WALTON, JOHN, Vicars Cross, Chester Chester Pet April  
20 Ord May 2  
WEBB, CHARLES, Lingfield, Surrey Tunbridge Wells Pet  
May 2 Ord May 2  
WINTER, THOMAS, Killingworth, Northumberland, Farmer  
Newcastle upon Tyne Pet May 2 Ord May 2  
WOOD, ARTHUR ERNEST, Westcliff on Sea, Builder  
Chelmsford Pet May 4 Ord May 4

### FIRST MEETINGS.

ASHTON, FREDERICK HENRY, Kingston upon Hull, Club  
Steward May 16 at 11.30 Off Rec, York City Bank  
Chambers, Lowgate, Hull  
ATKINSON, ALBERT GEORGE HEBDEN, Middlesbrough,  
Grocer May 16 at 11.30 Off Rec, Court Chambers, Albert  
rd, Middlesbrough  
BERRY, JOHN HODGSON, Maiton, Yorks, Hotel Keeper  
May 17 at 4 Off Rec, 48 Westborough, Scarborough

BILLINGTON, RICHARD, Darlaston, Staffs, Tobacco Dealer May 18 at 12 Off Rec, Wolverhampton  
 BLOOM, MAURICE BART, Newcastle, Northumberland, Ophthalmic Optician May 16 at 12 Bankruptcy bldgs Carey st  
 BROOMEHEAD, HENRY, Sheffield, Assistant Librarian May 15 at 12 Off Rec, Fiftrees in, Sheffield  
 BURSOW, JOHN, Tarporley, Chester, Grocer May 16 at 3 Off Rec, King st, Newcastle, Staffs  
 BUSHELL, ALBERT, Birmingham, Publican May 17 at 12 Ruskin chmbs, 191, Corpora ion st, Birmingham  
 CAMP, SAMUEL, Cardiff, Baker May 15 at 12 117, St Mary st, Cardiff  
 CANN, THOMAS, Plymouth, Haberdasher May 16 at 3.30 7, Buckland ter, Plymouth  
 CHERRITT, EDWARD, Stourbridge, Plumber May 17 at 11.30 Off Rec, 1, Priory st, Dudley  
 COE, JOHN WILLIAM, Shildon, Durham, Farmer May 15 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne  
 COLBON, ALFRED ARKEW, Whittlesey, Cambridge, General Dealer May 17 at 11.45 Law Courts, Peterborough  
 COLLINSON, WILLIAM BOOTH, Manchester, Manufacturers' Agent May 15 at 2 Off Rec, Byrom st, Manchester  
 DUCKETT, ALBAN, Wharfedale, nr Milnthorpe, Westmorland, Farmer May 15 at 11.30 Off Rec, 16, Cornhill st, Barrow in Furness  
 FITZGERALD, EDWARD RAPHAEL, King's av, Greenford, Middlesex May 15 at 3 Off Rec, 14, Bedford row  
 GLEDDHILL, THOMAS LAURENCE, Barnsley, Colliery Clerk May 16 at 10.30 Off Rec, 9, Regent st, Barnsley  
 HARRISON, HERBERT, Birmingham, Picture and Cabinet Moulding Manufacturer May 15 at 13 Ruskin chmbs, 191, Corporation st, Birmingham  
 HATTON, ANN, Worcester, Tobacconist May 16 at 11.30 Off Rec, 11, Copenhagen st, Worcester  
 HUGHES, JOHN, Cardiff, Chemist May 15 at 11 117, St. Mary st, Cardiff  
 LEYLAND, ALFRED, Ashton in Makerfield, Lancs, Wholesale General Dealer May 15 at 11.30 Off Rec, 19, Exchange st, Bolton  
 METCALFE, ARTHUR, Worksop, Notts, Ironmonger May 15 at 12.30 Off Rec, Fiftrees in, Sheffield  
 MEYER, HERMANN LEAR HARRY, Bournemouth, Provision Dealer May 15 at 12 Off Rec, Midland Bank chmbs, High st, Southampton  
 MIDDLETON, JOHN, Jun, Birmingham, Electro Plate Manufacturers May 17 at 11.30 Ruskin chmbs, 191, Corporation st, Birmingham  
 MOORFOOT, WILLIAM, Goole, Yorks, Coal Merchant May 10 at 10.30 North Eastern Hotel, Goole  
 MOYSE, FREDERICK, Rochester, Kent, Cart and Van Builder May 17 at 4 115, High st, Rochester  
 NORTON, THOMAS EDMUND, Portland, Dorset, Butcher May 15 at 1.15 Off Rec, City chmbs, Catherine st, Salisbury  
 PATTISON, ALBERT EDWARD, Middlesbrough, Hairdresser May 16 at 12 Off Rec, Court chmbs, Albert rd, Middlesbrough  
 PAYNE, EDWARD BURTON, Birmingham, Patent Agent May 17 at 12.30 Ruskin chmbs, 191, Corporation st, Birmingham  
 READING, JOSEPH PAUL, Stourbridge, Licensed Victualler May 17 at 12 Off Rec, 1, Priory st, Dudley  
 REED, PERCY ALBERT, Llanfair, Caernarfon, Montgomery, Grocer May 15 at 12 Bull Hotel, Welshpool  
 ROBSON, ARCHIBALD, Southfleet, Kent, Builder May 17 at 4.15 115, High st, Roches'er  
 SMITH, WILLIAM BRYANT, Watford, Herts, Ironmonger May 15 at 12 Off Rec, 14, Bedford row  
 STATHAM, HARRY, Birmingham, Butcher May 15 at 11.30 Ruskin chmbs, 191, Corporation st, Birmingham  
 STYLES, WILLIAM, Leicester, Assistant Superintendent May 15 at 8 Off Rec, 1, Berriedge st, Leicester  
 TURNBULL, JOHN, Saltburn by the Sea, Yorks, Grocer May 17 at 11.30 Off Rec, Court chmbs, Albert rd, Middlesbrough  
 TYRELL, HENRY WILLIAM JOHN, Norwich, Commercial Clerk May 15 at 12.30 Off Rec, 8, King st, Norwich  
 WALTON, WALTER, Tipton, Staffs, Licensed Victualler May 16 at 12 Off Rec, 1, Priory st, Dudley  
 WATKINS, FREDERICK DAVID, Bargoed, Glam, Builder May 15 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil  
 WEBB, CHARLES, Lingfield, Surrey, May 15 at 2.20 Off Rec, 12A, Marlborough pl, Brighton  
 WINTER, THOMAS, Killingworth, Northumberland, Farmer May 15 at 12 Off Rec, 30, Mosley st, Newcastle upon Tyne

## ADJUDICATIONS.

ALLEN, RICHARD WILLIAM, Harley st, Doctor of Medicine High Court Pet April 12 Ord May 2  
 ASHTON, FREDERICK HENRY, Kingston upon Hull, Club Steward 11, groton upon Hull, Pet May 2 Ord May 2  
 BALL, FRANK LESLIE, Staines, Middlesex, Kingston, Surrey Pet Jan 18 Ord May 2  
 BEIRY, JOHN, Hodges, Malton, Yorks, Hotel Keeper Scarborough Pet May 3 Ord May 2  
 BRIDGES, HENRY CUTHBERT, Hart st, Bloomsbury, Hotel Valuer High Court Pet Feb 20 Ord May 2  
 BRAGGELL, HENRY, Manchester, Manchester Pet April 13 Ord May 2  
 BURSTON, JOHN, Tarporley, Grocer Nantwich and Crewe Pet May 5 Ord May 2  
 DAVIES, RICHARD, Brynmawr, Brecknock, Confectioner Taffsledge Pet May 2 Ord May 2  
 FITZGERALD, EDWARD RAPHAEL, Greenford, Middlesex Brentford Pet Mar 29 Ord May 2  
 GRANTHAM, THOMAS, Old Bolingbroke, Lincoln, Farmer Boston Pet May 2 Ord May 2  
 HEARN, FLORENCE, Sketty, nr Swansea, Swansea Pet April 11 Ord May 4  
 JONES, HERBERT HARRY, Salford, Wholesaler Baker Sal-ford Pet May 3 Ord May 3  
 JONES, JOHN, Llandaff, Anglesey, Pig Dealer Bangor Pet May 4 Ord May 4  
 LEE, WILLIAM, and THOMAS LEE, Allendale, Northumberland, Farmers Newcastle upon Tyne Pet April 18 Ord May 1

LOGAN, FREDERICK LOGAN, Ascot, Berks, Kingston, Surrey Pet Oct 24, 1910 Ord April 11, 1911  
 MITCHELL-HEDGES, FREDERICK ALBERT, London Wall High Court Pet Mar 29 Ord May 1  
 MOORES, CHARLES, Denton, Lancs, Grocer Ashton under Lyne Pet May 3 Ord May 3  
 MURGATROYD, FRANK, Grasmere, Westmorland, Hotel Keeper Kendal Pet May 3 Ord May 3  
 NICHOLLS, JOSEPH HENRY, Lostwithiel, Cornwall, Wool and Seed Merchant Truro Pet May 4 Ord May 4  
 PATTISON, ALBERT EDWARD, Middlesbrough, Hairdresser Middlesbrough Pet May 2 Ord May 2  
 PAYNE, EDWARD BURTON, Birmingham, Patent Agent Birmingham Pet April 15 Ord May 3  
 READING, JOSEPH PAUL, Stourbridge, Licensed Victualler Stourbridge Pet April 30 Ord April 30  
 RIDDEN, EDWARD JOHN, Canterbury, Dealer Canterbury Pet April 15 Ord May 2  
 ROBSON, ARCHIBALD, Southfleet, Kent, Builder Rochester Pet May 2 Ord May 2  
 SHILVER, JACOB A, Leadenhall st High Court Pet Nov 24 Ord May 2  
 SILL, MILES, Kandal, Fruiterer Kendal Pet May 2 Ord May 2  
 SMITH, CHARLES H, Banbury, Oxford, Clothier Banbury Pet April 4 Ord May 4  
 STYLES, WILLIAM, Leicester Leicester Pet May 2 Ord May 2  
 THOMAS, JOHN WALTER, Lampeter, Grocer Carmarthen Pet May 3 Ord May 3  
 TINDAL, HENRIETTA MARIA, Hordle, Southampton, Widow Southampton Pet Nov 7 Ord May 3  
 WALTON, JOHN, Hoole, Chester Chester Pet April 20 Ord May 3  
 WINTER, THOMAS, Killingworth, Northumberland, Farmer Newcastle upon Tyne Pet May 2 Ord May 2  
 WOOD, ARTHUR ERNEST, Westcliffe on Sea, Build'r Chelmsford Pet May 4 Ord May 4

*London Gazette.*—FRIDAY, May 10.  
 RECEIVING ORDERS.

AINSWORTH, WILLIAM HARRISON, Hornchurch, Essex, Cycle Agent Chelmsford Pet Mar 23 Ord May 7  
 BENNETT, JAMES WATSON, Earl Shilton, Boot Manufacturer May 20 at 3 Off Rec, 1, Berriedge st, Leicester  
 BOWELL, ALBERT, Ranton, Stafford, Licensed Victualler May 15 at 11.30 Off Rec, King st, Newcastle, Staffs  
 BRACKWELL, HENRY, Whalley Range, Manchester May 18 at 11.30 Off Rec, Byrom st, Manchester  
 BROACKES, ALBERT VICTOR, Chiswick, Bank Clerk May 20 at 1 Bankruptcy bldg, Carey st,  
 BURGESS, JOSEPH, Buxton, Chester, Licensed Victualler May 18 at 11.30 Crypt chmbs, Chester  
 BUNKS, JOHN, Leeds, Leeds May 21 at 11.30 Off Rec, 24, Bond st, Leeds  
 CHILD, JOHN, Bradford, Wholesale China Dealer May 20 at 3 Off Rec, 12, Duke st, Bradford  
 CHURCHILL, JOHN, Wardsom, Dorset, Fruiterer May 21 at 2.30 100, High st (first floor), Poole  
 CLARKS, CHARLES H, Queen st, Surveyor High Court Bankruptcy bldg, Carey st  
 COLE, R. A., Edith rd, West Kensington, May 20 at 11.30 Bankruptcy bldg, Carey st  
 COOMBS, MARK, High st, Kensington, Tailor May 20 at 11 Bankruptcy bldg, Carey st  
 DAVIES, RICHARD, Brynmawr, Brecon, Confectioner May 18 at 11 Off Rec, 144, Commercial st, Newport, Mon  
 DAVIES, WILLIAM FOX, Mytton, Fitz, Salop, Farm Manager May 24 at 11.30 Off Rec, 22, Swan hill, Shrewsbury  
 FEARNELL, EDWARD FENNER, Whitley, Reading, Farmer May 23 at 12 Queen's Hotel, Reading  
 GEORGE, JOHN, Wormwood st, Draper's Valuer May 21 at 11 Bankruptcy bldg, Carey st  
 GRANTHAM, THOMAS, Old Bolingbroke, Lincoln, Farmer May 22 at 2 Off Rec, 4 and 6, West st, Boston  
 GRIFFITHS, ELLI, jun, Normanton, nr Wakefield, Green-grocer May 20 at 11 Off Rec, 21, King st, Wakefield  
 HALLIWELL, ENNA, St Anne's on the Sea May 18 at 11 Off Rec, 13, Winckley st, Preston  
 HANCOCK, FRED, Swindon, Wilts, Grocer May 20 at 3 Off Rec, 38, Regent circus, Swindon  
 HAWARD, JOSEPH ARTHUR, Poulton, nr Lutterworth, Farmer May 18 at 12 Off Rec, 1, Berriedge st, Leicester  
 HILL, JOHN C Archway rd, Holloway, Builder May 21 at 12 Bankruptcy bldg, Carey st  
 HOW, ERNEST WALTER and WILLIAM BEAUMONT LANCASTER Blairstock, Leicester, Hay Merchants May 20 at 12 Off Rec, 1, Berriedge st, Leicester  
 JONES, HERBERT HARRY, Salford, Wholesale Baker May 20 at 2.30 Off Rec, Byrom st, Manchester  
 KINCH, JESSE, Hawkerton, nr Malmesbury, Farmer May 22 at 1.30 Off Rec, 28, Regent circ, Swindon  
 MITCHELL, CHOBHAM, Brimington, Derby, Most Salesman May 14 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
 MOORES, CHARLES, Denton, Lancs, Grocer May 18 at 11 Off Rec, Byrom st, Manchester  
 MORRIS, THOMAS, Treharris, Merthyr Tydfil, Colliery Labourer May 21 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil  
 NICHOLLS, JOSEPH HENRY, Lostwithiel, Cornwall, Wool Merchant May 18 at 10.30 Off Rec, 12, Princess st, Truro  
 PEARCE, CHARLES, Ashton under Lyne, Lancs, Physician May 20 at 3 Off Rec, Byrom st, Manchester  
 PEARSALL, ARTHUR, Ramsdale House, nr Arnold, Notts Farmer May 23 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
 POWELL, FREDERICK AUGUSTUS, Hewitt av, Noel Park, Middx, Civil Service Clerk May 20 at 12 Off Rec, 14, Bedford row  
 RAWKINS, L. H. J. Ludgate sq, Fancy Goods Dealer May 21 at 11 Bankruptcy bldg, Carey st  
 REED, JAMES, Kennington Park rd, Property Dealer May 22 at 12 Bankruptcy bldg, Carey st  
 SHERIFF, FRANCIS, Chapel Allerton, Leeds, Milk Dealer's Assistant May 21 at 11 Off Rec, 24, Bond st, Leeds  
 SHIRLEY, ARCHIBALD VINCENT, Locksmith, nr Cardiff, Law Student May 21 at 2.30 Room 53, Bankruptcy bldg, Carey st  
 SIMONS, SARAH, Sutherland av, Maids Hill May 21 at 1 Bankruptcy bldg, Carey st  
 THOMAS, JOHN WALTER, Lampeter, Cardigan, Grocer May 18 at 12.30 Off Rec, 4, Queen st, Carmarthen  
 WALTON, JOHN, Vicars Cross, Chester May 20 at 11 Crypt chmbs, Chester  
 WATKINS, JOHN, Lisaharry, Glam, Licensed Victualler May 18 at 11 117, St Mary st, Cardiff

ADJUDICATIONS.

BREDELL, MAUDE MARY, Sherborne, Dorset, Fancy Goods Dealer Yeovil Pet April 22 Ord May 8

|  |  |   |
|--|--|---|
| BENNETT, JAMES WATSON, Earl Shilton, Leicester, Boot Manufacturer Pet April 19 Ord May 6                           | TURNER, SIDNEY GODWIN, Cotham Park, Bristol Bristol Pet April 13 Ord May 6                             | TRUMAN, KELSON, Shaftesbury av, Music Hall Agent High Court Pet April 23 Ord May 9  |
| BLOOM, MAURICE BART, Golders Green cres, Ophthalmic Optician High Court Pet April 1 Ord May 4                      | WALTERS, CHARLES, Catteshall, Farncombe, Surrey Wells Pet Jan 19 Ord May 6                             | WALKER, LEWIS AUGUSTUS, Lee on the Solent, Hants Portsmouth Pet April 24 Ord May 8  |
| BONTHAM, FRANCY CAROLINE, Park st, High Court Pet Oct 4 Ord May 6  | WARD, CHARLES, Ryton on Tyne, Darham, Bootmaker Newcastle on Tyne Pet May 7 Ord May 7                  | WARNES, JOHN ROBERT, Marlingford, Norfolk, Travelling Draper Norwich Pet May 9 Ord May 9                                      |
| BROACKES, ALBERT VICTOR, Chiswick Bank Clerk High Court Pet May 6 Ord May 6  | WEBB, CHARLES, Lingfield, Surrey Tunbridge Wells Pet May 2 Ord May 6                                   | WILSON, FRANK C, Marchmont st, Bloomsbury, Grocer High Court Pet April 17 Ord May 9   |
| BURKE, JOHN, Leeds Grocer Leeds Pet May 8 Ord May 8  | WILLIAMS, JOHN, Holyhead, Grocer Bangor Pet May 8 Ord May 8  | FIRST MEETINGS.   |
| BURKE, JOHN, Capstone, Mellor, Derbyshire, Mechanical Engineer Stockport Pet May 6 Ord May 6                       | LONDON GAZETTE.—TUESDAY, MAY 14.<br>RECEIVING ORDERS.  | BESWICK, FREDERICK, Newton, Hyde, Fishmonger May 22 at 2.30 Off Rec. Bryton st, Manchester                                    |
| CANN, THOMAS, Plymouth, Haberdasher Plymouth Pet April 16 Ord May 6  | BARDLEY, JOHN, Plymouth, Grocer Plymouth Pet May 10 Ord May 10   | CARTER, SAMUEL ARCHER, Englefield Green, Surrey, Baker May 24 at 11.30, 132, York rd, Westminster Bridge rd                   |
| CHADWICK, JOHN WILLIAM, Walsden, Todmorden, Cotton Manufacturer Burnley Pet Dec 30 Ord May 6                       | BESWICK, FREDERICK, Newton, Hyde, Fishmonger Ashton under Lyne Pet May 9 Ord May 9                     | COATE, JOHN HALL, South Shields, Grocer May 22 at 11.30 Off Rec. 30, Mosley st, Newcastle upon Tyne                           |
| CHILD, JOHN, Bradford, Wholesale Chinas Dealer Bradford Pet April 22 Ord May 8                                     | CARTER, SAMUEL ARCHER, Englefield Green, Surrey, Baker Kingston, Surrey Pet May 10 Ord May 10          | DICKS, ARTHUR ROBERT, Gloucester, Boot Repairer May 24 at 12 Off Rec. Station rd, Gloucester                                  |
| COWPER-COLE, SAMUEL HOOD, Victoria st, Surveyor High Court Pet Mar 12 Ord May 8                                    | CHATWOOD, ARTHUR SAMUEL, Timperley, Chester, Builder's Merchant Manchester Pet April 3 Ord May 10      | DOWNES, RICHARD, Warwick, Fishmonger May 22 at 11.15 Off Rec. 8, High st, Coventry  |
| DASHWOOD, FRANK JOHN DE COUCY, George st, Euston High Court Pet Mar 9 Ord May 7                                    | COATES, JOHN HALL, South Shields, Grocer Newcastle upon Tyne Pet April 24 Ord May 13                   | ELSEY, BERTHARD CHARLES, Needham, nr Harleston, Norfolk, Poultry Dealer Ipswich Pet April 20 Ord May 8                        |
| DAVIES, WILLIAM FOX, Myton, Fitz, Salop, Farm Manager Shrewsbury Pet May 7 Ord May 7                               | EDWARDS, JOHN, Bodenham, Anglesey, Grocer Bangor Pet May 10 Ord May 10                                 | PRINCES, JOHN, Ipswich  |
| DICKS, ARTHUR ROBERT, Gloucester, Boot Repairer Gloucester Pet May 8 Ord May 8                                     | ELSEY, BERTHARD CHARLES, Needham, nr Harleston, Norfolk, Poultry Dealer Ipswich Pet April 20 Ord May 8 | FERN, FRANK, Derby, Boot Repairer May 22 at 11.30 Off Rec. 5, Victoria bldgs, London rd, Derby                                |
| DODSON, FLORENCE ELISABETH, Upton Heath, Chester Chester Pet May 4 Ord May 8                                       | EVANS, WILLIAM, Egwysbach, Denbigh, Butcher Bangor Pet May 9 Ord May 9                                 | FORD, ERNST, Sutton, nr St Helens, Lancs, General Dealer May 24 at 11 Off Rec. Sutton, nr St Helens, Lancs, General Dealer    |
| DOWNES, RICHARD, Warwick, Fishmonger Warwick Pet May 7 Ord May 7   | GREEN, ARTHUR JOHN, Derby, Baker Derby Pet May 10 Ord May 10   | GRAY, WILLIAM, Tottington, nr Bury, Butcher May 22 at 11.30 Off Rec. 19, Exchange st, Bolton                                  |
| FRAN, FRANK, Littleover, Derby, Boot Repairer Derby Pet May 8 Ord May 8  | HALL, WILLIAM HENRY, and HUGH MOUNTSEY LAWSON, King's Lynn, Builders King's Lynn Pet May 10 Ord May 10 | GREEN, ARTHUR JOHN, Derby, Baker May 22 at 11.30 Off Rec. 5, Victoria bldgs, London rd, Derby                                 |
| FORD, ERNEST, Sutton, nr St Helens, Lancs, General Dealer Liverpool Pet May 6 Ord May 6                            | HAMMOND, DANIEL JAMES, Orpington, Kent, Coachman Croydon Pet May 10 Ord May 10                         | HALLIDAY, WILLIAM JARDINE, Blackburn, Stockbroker May 22 at 2 St John's Lodge, Richmond ter, Black-burn                       |
| GRAY, WILLIAM, Tottington, nr Bury, Lancs, Butcher Bolton Pet May 8 Ord May 6                                      | HARKEAVER, DYSON, Burnley, Weaver Burnley Pet May 11 Ord May 11  | HANND, DANIEL JAMES, Orpington, Kent, Coachman May 22 at 11.30, 132, York rd, Westminster Bridge rd                           |
| GRIFFITHS, ELLI JUN., Normanton, nr Wakefield, Green-grocer Wakefield Pet May 6 Ord May 6                          | HEAT, JAMES, Leicester, Plumber Leicester Pet May 11 Ord May 11  | HEALY, JAMES, Leicester, Plumber May 22 at 3 Off Rec. 1, Berridge st, Leicester   |
| HALLIDAY, WILLIAM JARDINE, Blackburn, Stock Broker Blackburn Pet May 27 Ord May 7                                  | HOWE, ARTHUR, Bradford, Wholesale Draper Bradford Pet May 6 Ord May 11                                 | HOWER, ARTHUR, Bradford, Wholesale Draper May 24 at 11 Off Rec. 12, Duke st, Bradford   |
| HANCOCK, FRED, Swindon, Wilts, Grocer Swindon Pet May 7 Ord May 7  | KITSON, HENRY, Clayton, Lancs Ashton under Lyne Pet April 13 Ord May 10                                | JACKSON, C, St James st, Piccadilly, High Court Pet May 23 at 12 Off Rec. Figtree in, Sheffield                               |
| HAYWARD, JOSEPH ARTHUR, Foulney, nr Lutterworth, Farmer Leicester Pet May 7 Ord May 7                              | KNOTT, BETSY, Darnall, Sheffield Sheffield Pet April 29 Ord May 10                                     | JONES, JOHN, Llanfihangel, Anglesey May 22 at 2.30 The British Hotel, Bangor  |
| HOW, ERNEST WALTER, and WILLIAM BEAUMONT LANCELOT BLASTOCK, Leicester, Hay Merchants Leicester Pet May 6 Ord May 6 | KRUSE, WALTER, Park, nr Truro, Cornwall, Fruit Grower Truro Pet April 16 Ord May 9                     | LAWTON, JOHN WALTON, Rotherham, Yorks, Farmer May 23 at 12 Off Rec. Figtree in, Sheffield                                     |
| JEANES, FRANK, Bristol, Hairdresser Bristol Pet May 1 Ord May 6  | LEE, JOHN WILLIAM, Thornaby on Tees, Tailor Stockton on Tees Pet May 9 Ord May 9                       | LOCKNER, BERTRAM MELVILLE, King's rd, Peckham, Lockmaster May 23 at 12 Bankruptcy bldgs, Carey st                             |
| JONES, WILLIAM, Bagillt, Flint, Licensed Victualler Chester Pet May 2 Ord May 6                                    | LOCKYER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | LOOMOND, ERNEST, Wandsworth, Baker May 23 at 11.30 Off Rec. 3, St Catherine's chmrs, St Catherine st, Portyprid               |
| LAWTON, JOHN WALTON, Rotherham, Yorks, Farmer Sheepfold Pet May 7 Ord May 7  | MATSON, THOMAS, West Didsbury, Manchester, Tailor Manchester Pet May 11 Ord May 11                     | MACFARLANE, JOHN, Wolverhampton Harness Maker May 23 at 12 Off Rec. 3, St Catherine's chmrs, St Catherine st, Portyprid       |
| LOW, ORMOND, Earlsfield rd, Wandsworth, Baker Wandsworth Pet May 8 Ord May 8                                       | MERRIDITH, ALBERT EDWARD, Manchester, Physician Ashton under Lyne Pet April 19 Ord May 10              | MEFFEN, WALTER LEWIS, Great Grimsby, Sea Boot Manufacturer May 23 at 12 Off Rec. St Mary's chmrs, Great Grimsby               |
| MACLEOD, NORMAN WILLIAM, Cop hall av, Company Promoter Hi-b Court Pet Jan 2 Ord May 4                              | JACKSON, C, St James st, Piccadilly, High Court Pet May 15 Ord May 10                                  | MICHELWRIGHT, THOMAS, Watlington, Oxford, Watchmaker May 23 at 11.30, 132, York rd, Westminster Bridge rd                     |
| MEFFEN, WALTER LEWIS, Great Grimsby, Sea Boot Manufacturer Great Grimsby Pet May 7 Ord May 7                       | KNOTT, BETSY, Darnall, Sheffield Sheffield Pet April 29 Ord May 10                                     | MILLER, CHARLES AUSTIN, Knottingley, Yorks, Cooper May 23 at 11 Off Rec. 21, King st, Wakefield                               |
| MERRIDITH, W. E., Gwauncasgurwen, Master Baker, Giam Neath Pet April 29 Ord May 6                                  | KRUSE, WALTER, Park, nr Truro, Cornwall, Fruit Grower Truro Pet April 16 Ord May 9                     | MUGATHROYD, FRANK, Grassmere, Westmorland, Hotel Keeper May 23 at 11.30 Off Rec. 16, Cornwallis st, Barrow in Furness         |
| MICKLEWRIGHT, THOMAS, Watlington, Oxford, Watchmaker Ayresbury Pet May 7 Ord May 7                                 | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | OYOTE, JOHN BARNES, Colchester, Builder May 22 at 2.30 Off Rec. 26, Princes st, Ipswich                                       |
| MILLER, CHARLES AUSTIN, Knottingley, Yorks, Cooper Wakefield Pet May 8 Ord May 8                                   | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | REYNOLDS, PETER WILLIAM, Kemberton, nr Shifnal, Salop, Licensed Victualler May 25 at 11.30 Off Rec. 22, Swan hill, Shrewsbury |
| MORRIS, THOMAS, Treborth, Merthyr Tydfil Colliary Labourer, Merthyr Tydfil Pet May 6 Ord May 6                     | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | ROBINSON, ALFRED, Bentley, nr Doncaster, Joiner May 23 at 11.30 Off Rec. Figtree in, Shifnal                                  |
| OYOTE, JOHN BARNES, Colchester, Builder Colchester Pet May 7 Ord May 7   | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | ROWLANDSON, WILLIAM, Queen's rd, Forest Hill, Commercial Traveller High Court Pet April 16 Ord May 10                         |
| RASMUSSEN, JOHN, Southwark Bridge bldgs, Printer High Court Pet Mar 15 Ord May 8                                   | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | RYDER, FANNY, Gower st, May 23 at 12 Bankruptcy bldgs, Carey st   |
| ROBINSON, ALFRED, Bentley, nr Doncaster, Joiner Shefford Pet April 20 Ord May 7                                    | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | SELLS, HENRY EDWARD, Plymouth, Trunk Manufacturer May 23 at 3.30, 7, Buckland ter, Plymouth                                   |
| SELLS, HENRY EDWARD, Plymouth, Trunk Manufacturer Plymouth Pet May 6 Ord May 6                                     | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | SILL, MILES, Kendal, Cruton May 23 at 11.30 Off Rec. 16, Cornwallis st, Barrow in Furness                                     |
| SHERPHERD, FRANCIS, Leeds, Milk Dealer's Assistant Leeds Pet May 4 Ord May 7                                       | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | SIMONS, HAROLD, New ct, Lincoln's Inn, Publisher High Court Pet April 19 Ord May 9  |
| SIMONS, SARAH, Sutherland, nr Maida Hill, High Court Pet May 8 Ord May 8   | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | TYDE, FANNY, Gower st, May 23 at 12 Bankruptcy bldgs, Carey st  |
| SPENCER, CHARLES HENRY, Bradford, Electrical Engineer Cardiff Pet May 6 Ord May 6                                  | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | SELLS, HENRY EDWARD, Plymouth, Trunk Manufacturer May 23 at 3.30, 7, Buckland ter, Plymouth                                   |
| TALBOT, GEORGE FREDERICK, Turfwood, Nottingham, Butcher Lincoln Pet May 8 Ord May 8                                | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | SILL, MILES, Kendal, Cruton May 23 at 11.30 Off Rec. 16, Cornwallis st, Barrow in Furness                                     |
| THOMPSON, PERCY, Esher, Surrey High Court Pet Feb 29 Ord May 7   | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | SIMONS, HAROLD, New ct, Lincoln's Inn, Publisher May 24 at 11 Bankruptcy bldgs, Carey st                                      |
| THOMPSON, WILLIAM, Middlesbrough, Licensed Victualler Middlesbrough Pet May 7 Ord May 7                            | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | TYDE, FANNY, Gower st, May 23 at 12 Bankruptcy bldgs, Carey st  |
| TREFOVE, RICHARD, Truro, Licensed Victualler Truro Pet May 6 Ord May 6   | LOCKNER, BERTRAM, Melville, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10          | SELLS, HENRY EDWARD, Plymouth, Trunk Manufacturer May 23 at 3.30, 7, Buckland ter, Plymouth                                   |

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APPLY FOR PROSPECTUS.



STUART, ANDREW Middlewich, Chester Cyclo Dealer May 22 at 12 Off Rec, King st, Newcastle, Staffs  
TALBOT, GEORGE Frederic, Tuxford, Notts, Butcher May 23 at 12 Off Rec, 10, Bank st, Lincoln  
THOMPSON, WILLIAM, Middlesbrough, Licensed Victualler May 23 at 11.30 Off Rec, Court chmrs, Albert rj, Middlesbrough

TRENGOVE, RICHARD, Truro, Licensed Victualler May 23 at 12 Off Rec, 12, Princess st, Truro

TRUEMAN, KELSON, Shaftesbury av, Music Hall Agent May 23 at 11 Bankruptcy bldgs, Carey st

TURNER, SIDNEY GODWIN, Bristol May 23 at 11.30 Off Rec, 26, Baldwin st, Bristol

TURNER, WILLIAM, Nottingham, Grocer May 23 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

WARD, CHARLES, Ryton-on-Tyne, Durham, Boot Maker May 23 at 11 Off Rec, 80, Mosley st, Newcastle upon Tyne

WHITEHOUSE, BENJAMIN, New Ferry, Chester, Canal Pilot May 24 at 12 Off Rec, 35, Victoria st, Liverpool

WILSON, FRANK C., Marchmont st, Bloomsbury, Grocer May 23 at 1 Bankruptcy bldgs, Carey st

#### ADJUDICATIONS.

BARDLEY, JOHN, Plymouth, Grocer Plymouth Pet May 10 Ord May 10

BENWICK, FREDERICK, Newton, Hyde, Fishmonger Ashton under Lyne Pet May 9 Ord May 9

BLLINGSTON, RICHARD, Darlington, Staffs, Tobacco Dealer Walsall Pet May 2 Ord May 9

CARTER, SAMUEL ARCHER, Englefield Green, Surrey, Baker Kingston, Surrey Pet May 10 Ord May 10

CHURCHILL, JOHN, Wareham, Dorset, Fruiterer Poole Pet May 6 Ord May 11

CLARKE, CHARLES HARGRAVES, Queen st, Surveyor High Court Pet April 18 Ord May 9

EDWARDS, JOHN, Bodmin, Anglesey, Grocer Bangor Pet May 10 Ord May 10

EDWARDS, JOSEPH, Stoneycroft, Liverpool, Greengrocer Liverpool Pet April 18 Ord May 9

ELPHICK, CHARLES WILLIAM ROBERT, Portsmouth, Builder Portsmouth Pet April 8 Ord May 10

EVANS, WILLIAM, Elywypch, Denbigh, Butcher Bangor Pet May 9 Ord May 9

GARRETT, WILLIAM TROAKE, Westcliff on Sea Chelmsford Pet April 16 Ord May 9

GREEN, ARTHUR JOHN, Derby, Baker Derby Pet May 10 Ord May 10

HALL, WILLIAM HENRY, and HUGH MOUNTHEER LAWSON, King's Lynn, Builders King's Lynn Pet May 10 Ord May 10

HAMMOND, DANIEL JAMES, Orpington, Kent, Coachman Croydon Pet May 10 Ord May 10

HARGRAVES, DYSON, Burnley, Weaver Burnley Pet May 11 Ord May 11

HEALY, JAMES, Leicester, Plumber Leicester Pet May 11 Ord May 11

HOWKES, ARTHUR, Bradford, Wholesale Draper Bradford Pet May 6 Ord May 11

KIMPTON, HERBERT, Birchington on Sea, Kent, Enquiry Agent Brighton Pet Mar 21 Ord May 9

LEE, JOHN, WILLIAM, Thornaby on Tees, Yorks, Tailor Stockton on Tees Pet May 29 Ord May 9

LOCKETT, BERTRAM, MELVILLE, King's rd, Peckham, Schoolmaster High Court Pet May 10 Ord May 10

LUKES, THOMAS, West Didsbury, Manchester, Tailor Manchester Pet May 11 Ord May 11

MACCORMACK, JOHN, Aberdare, Dental Mechanic Aberdare Pet May 9 Ord May 9

MACFARLANE, JOHN, Walsall, Joiner, Cabinet Maker Walsall Pet May 10 Ord May 10

MATSON, FRANK, Sandhurst nr Thirsk, Catt's Dealer Northallerton Pet May 8 Ord May 8

MOORE, EDWARD THOMAS, Kingston on Thames, Bricklayer Kingston Pet May 11 Ord May 11

PERRY, ALFRED HENRY, Ilminster, Somerset, Cycle Dealer Taunton Pet May 10 Ord May 10

SCHREIDER, JOHN AUGUSTUS, Ramden Bellhouse, nr Billericay, Essex, Nurseyman Chelmsford Pet May 10 Ord May 10

ST JOHN, GEOFREY ROBERT, Eccleston sq, Gentleman High Court Pet Feb 29 Ord May 9

STUART, ANDREW, Middlewich, Cyclo Dealer Nantwich Pet May 9 Ord May 9

WALKER, LEWIS AUGUSTUS, Lee on the Solent, Hants Portsmouth Pet April 24 Ord May 10

WARNES, JOHN ROBERT, Marlingford, Norfolk, Travelling Draper Norwich Pet May 9 Ord May 9

WEBDALE, JOHN, Luton, General Warehouseman Luton Pet April 1 Ord May 11

WHITEHOUSE, BENJAMIN, New Ferry, Chester, Canal Pilot Birkenhead Pet May 1 Ord May 9

WORMALL, JOHN AYTON, Lenhamhall bldgs, Company Promoter High Court Pet Nov 20 Ord May 9

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